



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

May 15, 2017

Agenda

PRE-MEETING - 5:45 PM

- **DCCDC**
- **PARC Operational Needs**

TOWN BOARD - 7:00 PM

1. **CALL TO ORDER**
2. **DETERMINATION OF QUORUM**
3. **APPROVAL OF AGENDA**
4. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
5. **PRESENTATIONS**
 - A. **Ramsey Creek Park Beach Update**
6. **CITIZEN CONCERNS/COMMENTS**
7. **MAYOR/COMMISSIONERS/MANAGER REPORTS**
8. **PUBLIC HEARING AND CONSIDERATION OF APPROVAL**
 - A. **TA 02-17 Outdoor Storage**
 - B. **TA 03-17 Deactivation and Closure of CZ Applications**
9. **PUBLIC HEARING**
 - A. **FY2018 Operating Budget and Tax Rate**
10. **CONSIDERATION OF APPROVAL**
 - A. **Code or Ordinances, Title 9 Amendment - Storm Sewer Camera Time Frame**
 - B. **ANNEX 01-17 Circle K**
 - C. **Downpayment Assistance Program - Our Towns Habitat**
11. **CONSENT AGENDA**
 - A. **Approve Minutes - Regular Meeting**
 - B. **Tax Refunds**
12. **COMMISSIONER CONCERNS**
13. **ADJOURNMENT**

Please note that to speak during **CITIZENS CONCERNS/COMMENTS** or **PUBLIC COMMENT**, please use the signup sheet provided before the Board meeting and list your name, address and topic. Each speaker will be allowed 3 minutes to speak. A "hard stop" will occur after 3 minutes for each speaker. Any information displayed must be submitted to the Town Clerk within 48 hours

prior meeting.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Hear an update from Ellen Donaldson on the Davidson Cornelius Child Development Center.

Manager's Recommendation:

Hear update.

ATTACHMENTS:

Name:	Description:	Type:
 Cornelius Town Board Scholarship Req 5-15-17_TB-ED.pdf	DCCDC Update	Presentation



**Request for Scholarship Support
from the Town of Cornelius
May 15, 2017**



Brief Overview of DCCDC

- Our mission is to provide high-quality, affordable early education and care for any child of our community without regard to race, ethnicity, religion or socioeconomic status, and to embrace and foster diversity in a safe learning environment
- The DCCDC is the only center in North Meck area that offers 5-star, full-time, affordable early education and child care with scholarship support for children ages 6 weeks to pre-K
- ~35-50% of our children receive sliding-scale scholarship support
 - Based on HUD family size and income criteria
 - Ranging from 35–75% of total tuition cost
- Additionally, the *DCCDC Community Compassion Fund* bridges the scholarship gap to provide 100% tuition support for eligible families undergoing a financial crisis

DCCDC Scholarship Program

- Quality early childhood education and care directly impacts a family's ability to move toward economic independence
- DCCDC Scholarship Program provides scholarship support for children of low income working families in LKN/North Meck
- Parents are able to rejoin workforce and/or finish school with the peace of mind of having affordable, high-quality, full-time early education and care for their children
- Scholarships are based on HUD criteria for extremely low, very low and low income families, assessing total family income and family size, as well as the age of the child

HUD FY 2017 Income Limits – Mecklenburg County

Number of Persons in Family

Median Income	FY 2017 Income Limit Category	1	2	3	4	5...
\$70,000	Extremely Low Income Limits (\$)	14,850	17,000	20,420	24,600	28,780
	Very Low (50%) Income Limits (\$)	24,750	28,300	31,850	35,350	38,200
	Low (80%) Income Limits (\$)	39,600	45,250	50,900	56,550	61,100

DCCDC Scholarship Program (2)

- Tuition prices higher for infants and toddlers since lower child-to-teacher ratios are required by the State, which is more costly
 - 4:1 for infants
 - 6:1 for toddlers
 - 10:1 for 2s
 - 12:1 for 3s
 - 15:1 for 4s and 5s/Pre-K
- For families going through economic hardship/crisis, *DCCDC Community Compassion Fund* available for additional support – up to 100% tuition
- Also, DCCDC coordinates with social workers and other specialists to assist families in times of economic hardships and other challenges

Scholarship and Support Key Demographics

	7/1/14 thru 6/30/15	7/1/15 thru 6/30/16	7/1/16 thru 4/30/17 (YTD)
Total # Children (ave.)	55	57	62
# from Cornelius	27 (49%)	21 (37%)	26 (42%)
# from Davidson	25 (45%)	32 (56%)	32 (52%)
# from Other*	3 (6%)	4 (7%)	4 (6%)
Total # Children on Scholarship (ave.)	27 (49%)	24 (42%)	22 (36%)
# from Cornelius	27 (100%)	9 (38%)	15 (68%)
# from Davidson	0 (0%)	7 (29%)	5 (23%)
# from Other	0 (0%)	8 (33%)	2 (9%)
Total \$ Local Fundraising	108,358	131,316	61,842^
\$ from Cornelius	12,820 (12%)	18,055 (14%)	6,900 (11%)
\$ from Davidson	82,033 (76%)	100,851 (77%)	40,279 (65%)
\$ from Other	13,505 (12%)	12,410 (9%)	14,663 (24%)

*Primarily Huntersville; also Charlotte, Concord, Mooresville/

^Note: Annual Spring Breakfast Event moved to early Fall.

Scholarship Funding Needs – FY 7/1/17–6/30/18

- Weighted ave. tuition (based on age/classroom size):
 - \$975/month
 - \$11,700/year
- Assume total of 62 children; 50% on scholarship = 31 children
- Assume ave. scholarship @ 50% of total tuition = \$5,850/year
- \$5,850/year x 31 children = **\$181,350 needed for scholarships**
- Potential sources of funding:
 - Mecklenburg Co. CDBG – \$108,000 requested (\$71,000 received prev.)
 - Assume \$75,000, given expected block grant budget cuts by Feds
 - Hofmann Trust – \$25,000 requested
 - DCPC, DUMC, St. Alban's – \$16,000
 - Local citizens – \$25,000 (Holiday mailing)
 - Town of Cornelius – \$25,000
 - Total = \$166,000
- \$25,000 from the Town of Cornelius would support scholarships for over 4 children

Scholarship Funding – Directly to Needy Children

- Funds raised by DCCDC for scholarships, whether through grant requests or citizen donations, go directly towards scholarship support
- The funds are not used to “subsidize” children whose parents are able to afford full tuition costs
- During financial planning for fiscal year, we develop a “for profit” model, which assumes full tuition paid by all families, to ensure that the DCCDC at least “breaks even”
 - Informs DCCDC tuition pricing
 - Ensures that families paying full tuition are not “subsidized”
 - Demonstrates operational effectiveness
- Despite more affordable tuition pricing – 88% of that for The Goddard School – DCCDC is budgeted to at least break even

“For-Profit” Model – FY 7/1/16 thru 6/30/17

2016-2017 Financial Model	\$
Revenues	
Program Fees (Tuition)	662,610
Employee/Sibling Discount	(9,600)
Grants/Fundraising/Community Compassion Fund	0
Total Revenues	653,010
Salaries & Benefits	507,749
Operating Expenses	133,209
Total Expenses	640,958
Total Operating Income (Loss)	12,052
Depreciation Expense	0
Interest Expense	7,325
NET INCOME/(LOSS)	4,727

Benefits to Our Community

- Investing in the lives of young children will not only improve their chances for success, but also improve future outcomes for our entire community
- Community support for DCCDC demonstrates commitment to high-quality early education, affordability for working families, and benefits of diverse learning experiences

Questions? Thank You!!!

For more information please contact:
Libby Johnston, Executive Director
704-892-1448 or libby@dc-childcare.org or
Ellen Donaldson, Board Member
704-765-9153 or
ellengdonaldson@gmail.com



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, PARC Director

Action Requested:

Hear a presentation on PARC operational needs.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 2017-05-15_FY18_ops_budget_needs_FINAL.pdf	PARC Operational Needs	Presentation



FY 18

Improvements to Existing Facilities
and
Other Maintenance Project Needs

May 15, 2017

NRPA Agency Performance:

Town of Cornelius PARC

VS.

National Data



THE TYPICAL PARK AND RECREATION AGENCY...



8.5

HAS 9.6 ACRES OF PARKLAND
PER 1,000 RESIDENTS



5.8



2,269

HAS 1 PARK
FOR EVERY
2,266
RESIDENTS

HAS 7.3
STAFF MEMBERS
PER 10,000 RESIDENTS

HAS ANNUAL OPERATING
EXPENDITURES PER CAPITA OF
\$77.32



\$63.73



42%

RECOVERS 29%
OF OPERATING EXPENDITURES
THROUGH REVENUE GENERATION



Yes

83% OF
AGENCIES
OFFER SUMMER
CAMPS

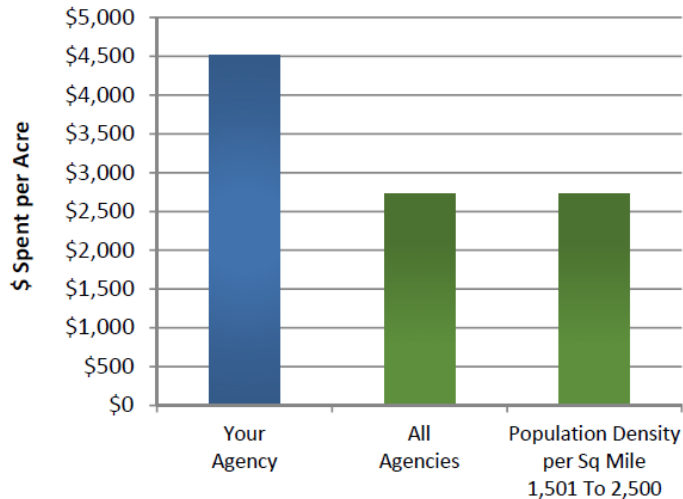
52% OF AGENCIES
OFFER AFTERSCHOOL PROGRAMS



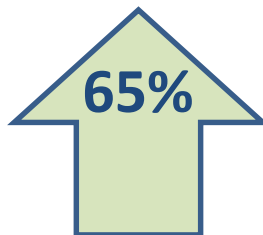
No

Is PARC adequately funded?

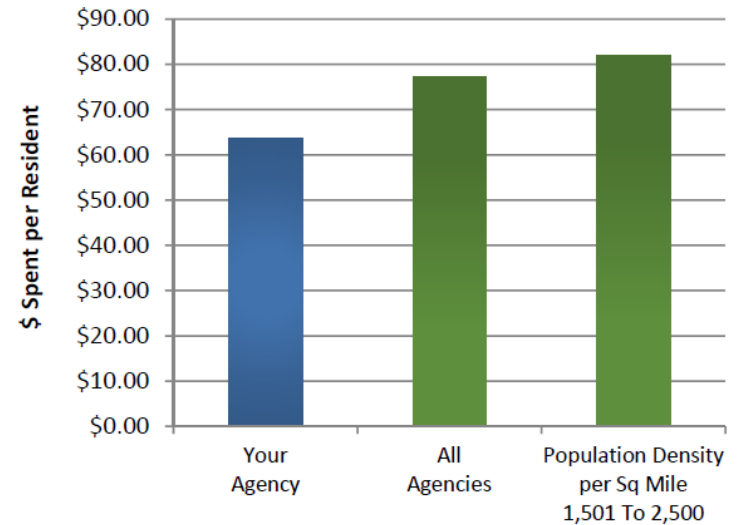
Park Operating Expenditures per Acre of Park



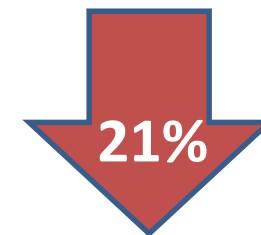
	Your Agency	All Agencies	Population Density per Sq Mile 1,501 To 2,500
Lower Quartile		\$1,175	\$1,466
Median	\$4,512	\$2,731	\$2,733
Upper Quartile		\$6,383	\$6,036



Operating Expenditures Per Capita

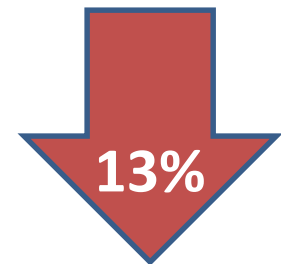
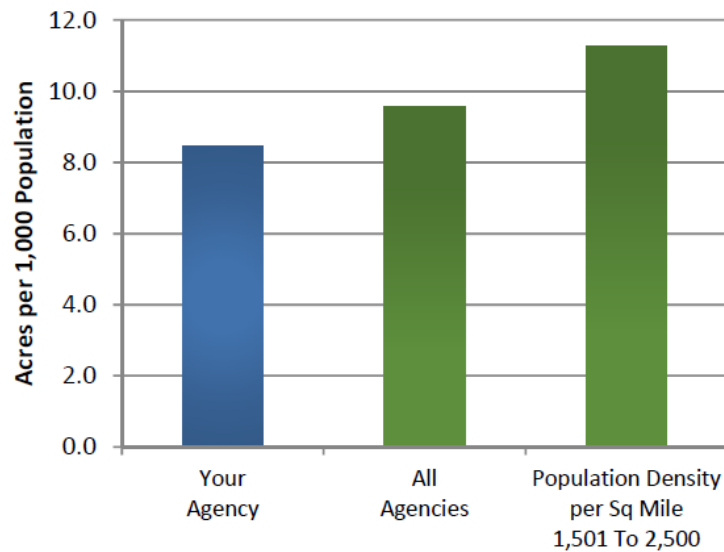


	Your Agency	All Agencies	Population Density per Sq Mile 1,501 To 2,500
Lower Quartile		\$39.84	\$50.53
Median	\$63.73	\$77.32	\$82.02
Upper Quartile		\$141.89	\$140.70



Does Cornelius have enough parkland?

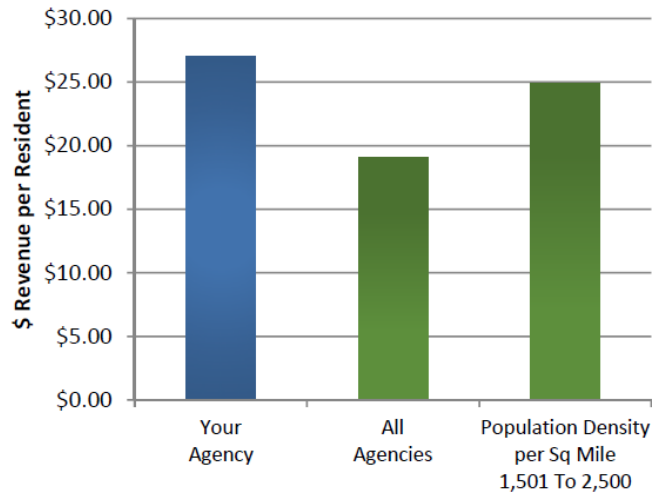
Acres of Parkland per 1,000 Population



	Your Agency	All Agencies	Population Density per Sq Mile 1,501 To 2,500
Lower Quartile		4.6	7.8
Median	8.5	9.6	11.3
Upper Quartile		16.6	17.2

How much are PARC programs making?

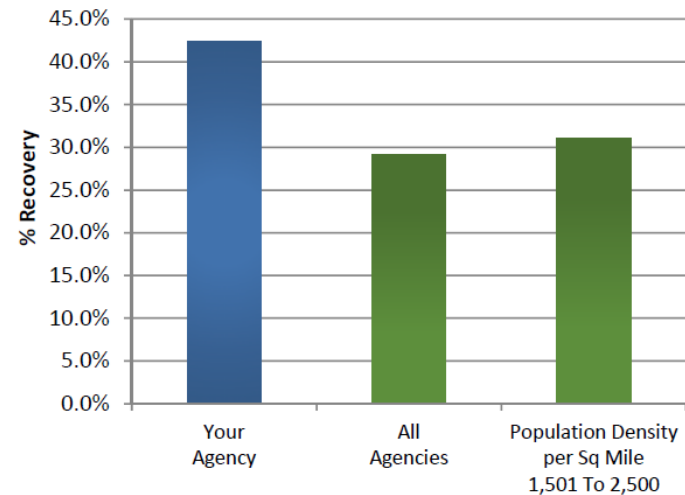
Revenue per Capita



	Your Agency	All Agencies	Population Density per Sq Mile 1,501 To 2,500
Lower Quartile		\$6.73	\$10.80
Median	\$27.04	\$19.04	\$24.93
Upper Quartile		\$51.51	\$61.29

42%

Revenue as a % of Operating Expenditures (Cost Recovery)



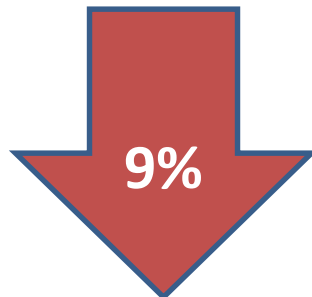
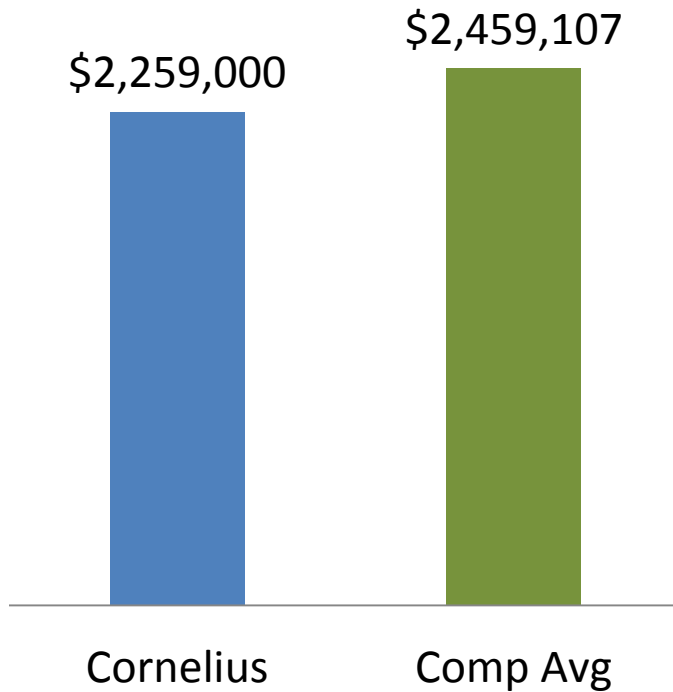
	Your Agency	All Agencies	Population Density per Sq Mile 1,501 To 2,500
Lower Quartile		14.0%	20.1%
Median	42.4%	29.1%	31.0%
Upper Quartile		49.6%	50.3%

46%

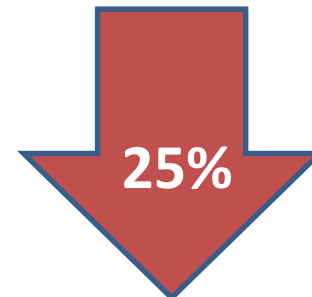
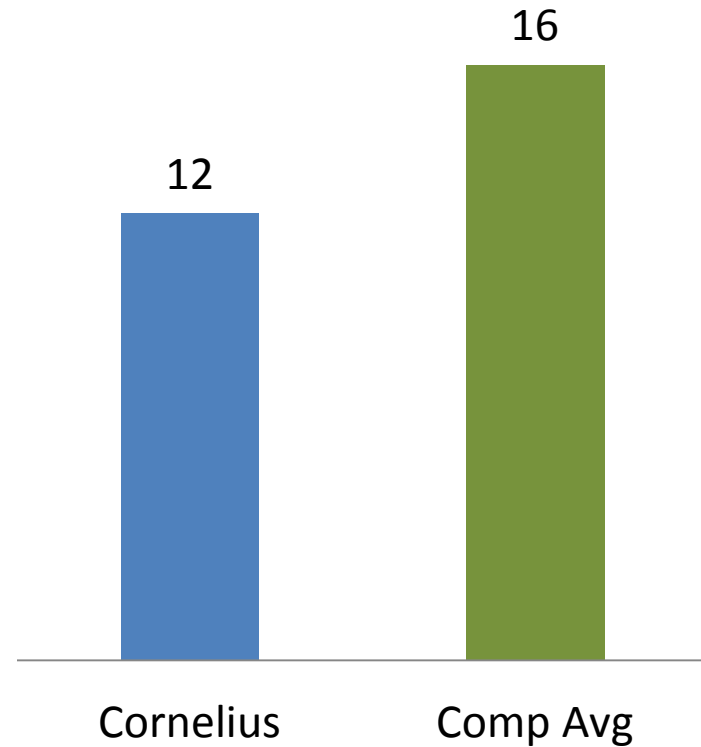
Town of Cornelius PARC vs. Comparable NC Municipalities



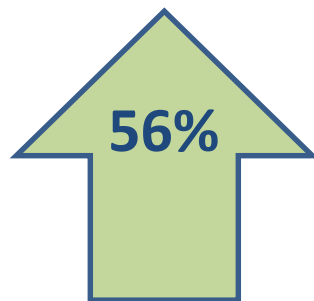
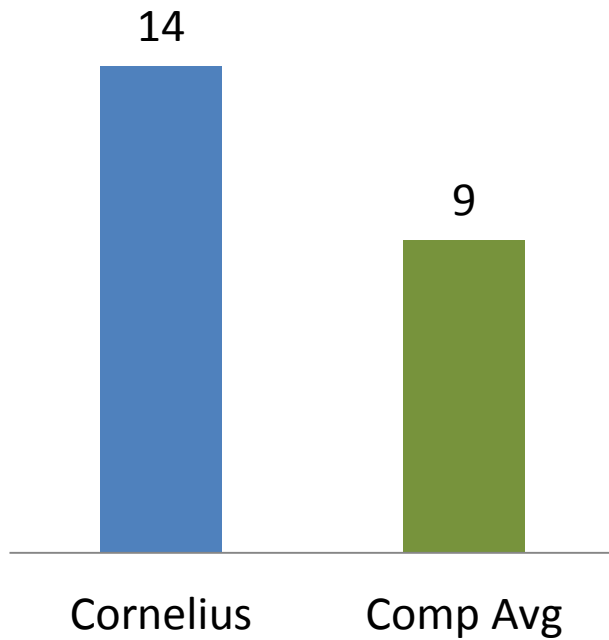
Operating Budget



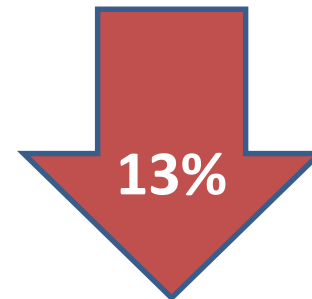
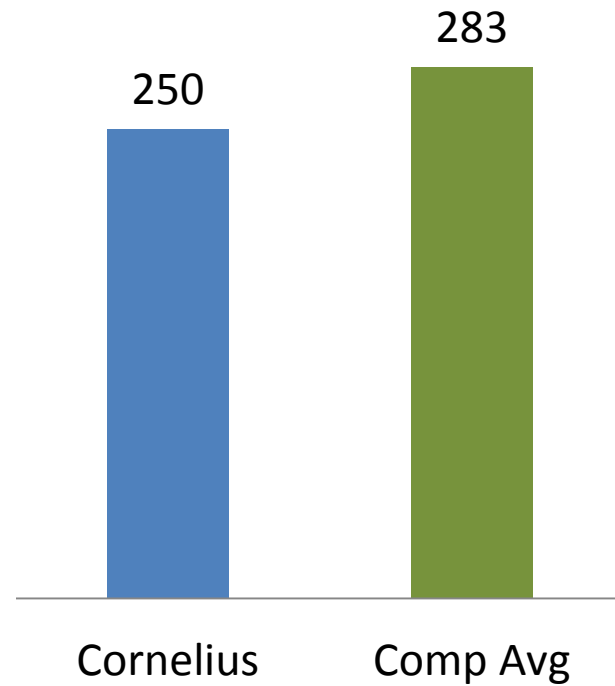
Full-Time Staff



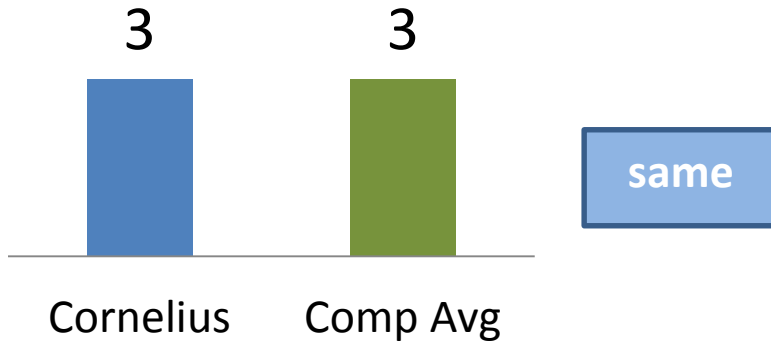
of Parks



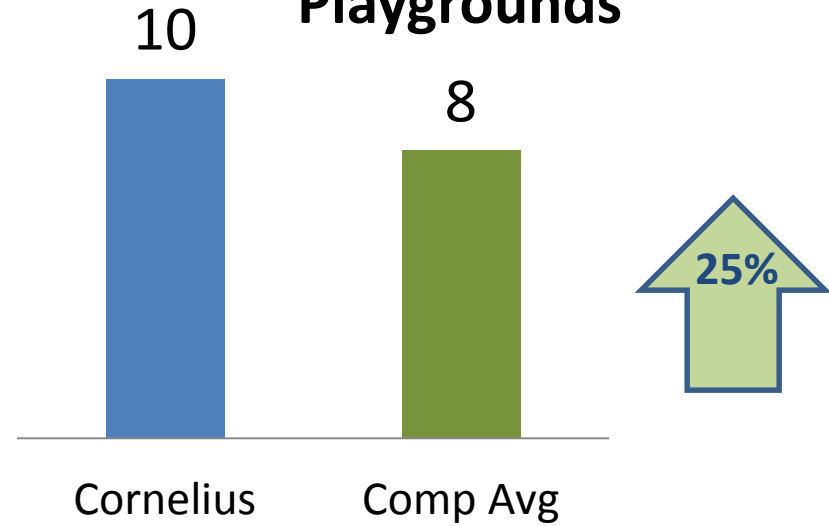
Developed Acres



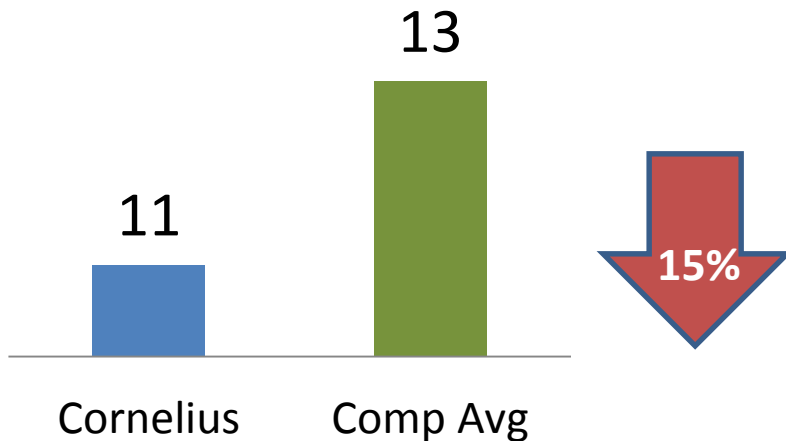
Rec Centers /Gyms



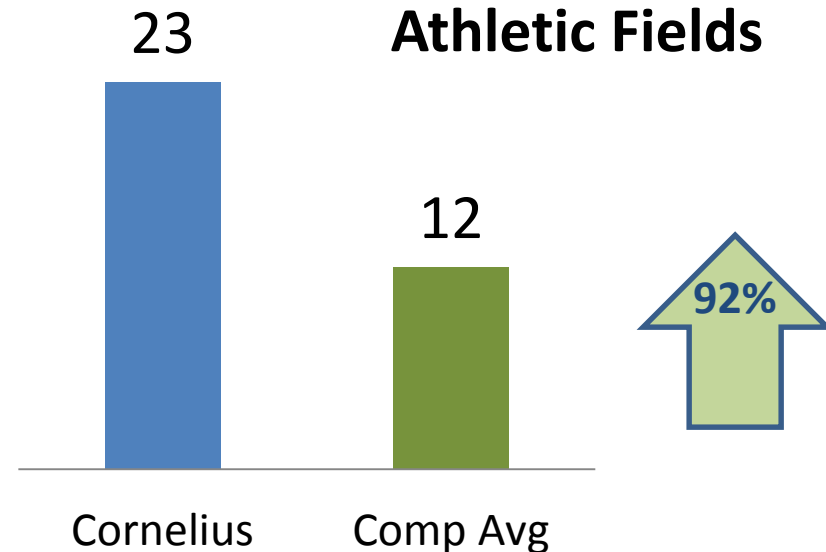
Playgrounds



Basketball & Tennis Courts



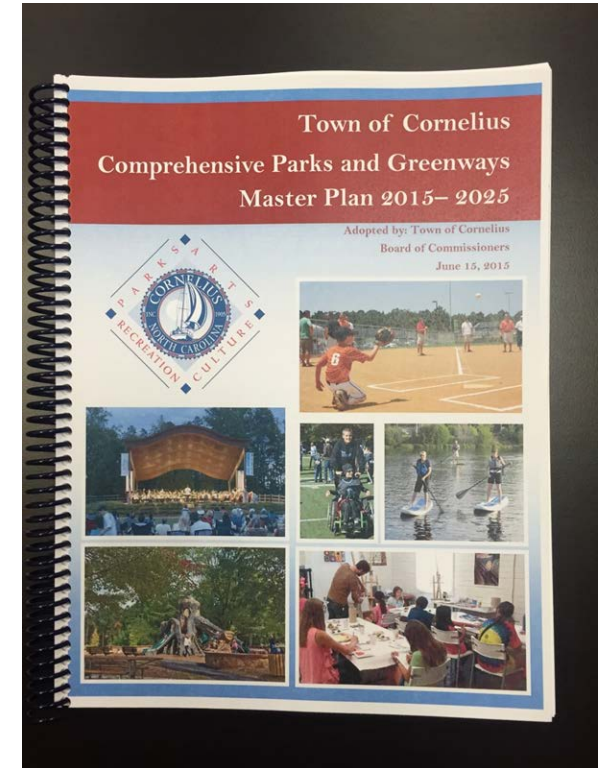
Athletic Fields





PARC Capital Improvement Plan

- Developed based off of the 2015-2025 Comprehensive Parks and Greenways Master Plan and annual input
- \$62 M CIP over next ten years
- Averages \$6.2 M / year





Funding Snap Shot

(past 4 years)

\$ 4.25M	2013 park and greenway bonds
+ \$ 2.5 M	Other capital funding
+ \$ 0.5 M	Park improvements budget (\$125K/year in ops budget)
+ \$ 5.6 M	Grant funding
<hr/>	
= \$ 12.9 M	Total
÷ 4	(4-year average)
<hr/>	
= \$ 3.2 M	Funding per year over 4 years
\$ 6.2 M	CIP projects identified over next 10 years
- \$ 3.2 M	Per year average funding
<hr/>	
\$ 3.0 M	Shortfall annually



FY 18 Other Maintenance Needs \$300,000

- Athletic field turf renovations \$20,000





FY 18 Other Maintenance Needs \$300,000

- Infield renovations \$45,000





FY 18 Other Maintenance Needs \$300,000

- Landscape/lawn renovations \$60,000





FY 18 Other Maintenance Needs \$300,000

- Hazard trees \$10,000





FY 18 Other Maintenance Needs

\$300,000

- Forest management \$15,000





FY 18 Other Maintenance Needs \$300,000

- Painting and staining \$6,000





FY 18 Other Maintenance Needs

\$300,000

- Lighting repairs \$10,000





FY 18 Other Maintenance Needs

\$300,000

- Court resurfacing \$16,000





FY 18 Other Maintenance Needs

\$300,000

- Paving/striping \$100,000





FY 18 Other Maintenance Needs \$300,000

- Pond management \$6,000





FY 18 Other Maintenance Needs

\$300,000

- Misc. \$10,000



2145 Suttle Avenue
Charlotte, NC 28208

Notice ID: 29838

Notice of Maintenance Required

4/17/2017 9:37:38AM

Owner: Town of Cornelius c/o Cornelius PARC Department
John DeKemper, Park Planning Consultant
21445 Catawba Ave.
Cornelius, NC 28031

Re: Westmoreland Sports Complex
8430 Westmoreland Rd

Dear John DeKemper, Park Planning Consultant,

On 04/12/2017, an inspection conducted by the Mecklenburg County Water Quality Program (MCWQP) revealed that the Storm Water Control Structures, which are used for the treatment of storm water runoff, are in need of corrective maintenance and improvements. The annual inspection was conducted to determine whether the structures are performing as designed and intended. The items noted in the attached Best Management Practices (BMP) Inspection Report are deficiencies of the Operation and Maintenance Plan and the Cornelius Ordinance.

It is important to maintain the Storm Water Control Structures on a regular basis and schedule necessary maintenance to ensure the long term effectiveness and efficiency of these structures. Inspections should be conducted by the owner and/or owner's representative on a regular basis to detect problems so that they may be addressed before it becomes a serious and expensive problem.

This Notice is intended to warn the owner of potential problems that can lead to failure of the Storm Water Control Structures or BMPs. If the structures cannot perform as designed and intended, then further enforcement actions and possible penalties will be issued to the owner.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, PARC Director

Action Requested:

Hear an update from Mecklenburg County Park Director Jim Garges and staff on 2017 Ramsey Creek beach season.

Manager's Recommendation:

Hear update.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners
From: Wayne Herron, AICP
Director of Planning

Action Requested:

The Town last updated the Code regarding outdoor storage in 1996. The current ordinance reads as follows:

Outdoor Storage - The storage of goods, products, or vehicles as an ancillary use by their owner or on a commercial basis outside of a permanently constructed building.

Since 1996, staff has been successful in working with citizens on various issues regarding outdoor storage. Recently, after several complaints and inquiries, there have been some questions as to the application of the current ordinance with regard to boats and the placement of vehicles.

The Land Development Code Advisory Board (LDCAB) spent several months studying different categories of outdoor storage related to materials, vehicles, RV's and boats. LDCAB evaluated the pros and cons of front yard storage versus back yard storage and also debated the issue of whether storage should be on the street front versus the lake front. There were also significant discussions revolving around the fact the enforcement issues being brought to the Town are with subdivisions and/or neighborhoods with no HOAs or adequate covenants and deed restrictions. LDCAB discussed some citizens desire to live in neighborhoods with no HOAs or limited restrictions, but the majority opinion is that Cornelius should care about all neighborhoods equally and that appearance and property value should be a Town wide concern.

The LDCAB unanimously recommends an amendment to the Land Development Code to clarify the definition and location of outdoor storage. The proposed ordinance allows 1 boat and 1 RV in the front yard, but they must be on an improved driveway. Also, all vehicles must be parked on an improved driveway. Otherwise, all vehicles, boats and RVs must be in the side/rear yard and screened from view.



The Planning Board reviewed and studied the LDCAB recommendation and discussed the same issues noted above. The majority of the Planning Board Members felt the Town should respect the wishes of those choosing to live outside of HOA regulated areas and that it was not in the Town's best interest to force outdoor storage to the lake front. By a vote of 6-1 the Planning Board recommends denial of the proposed amendment.

The proposed amendment modifies Chapter 2, Definitions, to add a definition for Improved Driveway and modify the definition of Outdoor Storage, as well as modify Chapter 6, Uses Permitted with Conditions, for Outdoor Storage conditions.

Manager's Recommendation:

Discuss the two recommendations and issues vetted by the LDCAB and the Planning Board and consider approving an Ordinance to amend Chapters 2 & 6 of the Land Development Code regarding outdoor storage.

ATTACHMENTS:

Name:	Description:	Type:
 ORD-TA_02-17_Outdoor_Storage.pdf	TA 02-17 Text Amendment	Ordinance
 Outdoor_Storage_Summary.docx	Outdoor Storage Summary	Backup Material

**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on May 15, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that the following chapters of the Land Development Code be amended:

1. AMEND Chapter 2: Definitions (See Exhibit A)
2. AMEND Chapter 6: Uses Permitted with Conditions (See Exhibit A)

Adopted this 15th day of May, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 02-17: OUTDOOR STORAGE

ADD the following definitions to Chapter 2, Section 2.3:

Driveway, Improved

A driveway with a surface that is concrete, asphalt or gravel.

Storage, Outdoor

Residential Properties/Uses:

The storage of goods or products as an ancillary use. The goods or products shall be stored in the side or rear yard and screened with an opaque fence, a tarp/cover, or within a shed or building.

- **Vehicles:** With the exception of junked vehicles as allowed in Section 90.18 of the Code of Ordinances, if not parked on an improved driveway, vehicles shall be stored in the side or rear yard. Vehicles that are not parked on an improved driveway for a party or special event are exempt.
- **Recreational vehicles and trailers:** If not parked on an improved driveway, recreational vehicles and/or trailers shall be stored in the side or rear yard. A limit of one recreational vehicle or trailer per property is allowed to be parked on an improved driveway.
- **Boats/vessels/personal watercraft:** The boat/vessel/personal watercraft must be on a licensed registered trailer and not exceed twenty-six (26) feet in length by the manufacturer's published overall length. In addition, the boat/vessel/personal watercraft may not exceed 6,500 lbs. by the manufacturer's published dry weight. If not parked on an improved driveway, the boat/vessel/personal watercraft shall be stored in the side or rear yard. A limit of one boat or vessel, or two personal watercraft so long as the two personal watercraft are stored on one trailer designed to carry/ hold two personal watercraft, which does not exceed the above length and weight limit, is allowed to be parked on an improved driveway.

Commercial Properties/Uses:

Goods or products shall be stored in the rear yard and screened with an opaque fence or masonry fence/wall that shall match or complement the appearance of the principal structure. In addition, the storage area shall be screened with a type "A" buffer.

REMOVE Chapter 2, Section 2.3: Definition as follows,

Outdoor Storage

The storage of goods, products, or vehicles as an ancillary use by their owner or on a commercial basis outside of a permanently constructed building.

REMOVE Chapter 6, Section 6.2.26: Outdoor Storage

ADD Chapter 6, Section 6.2.35: Storage, Outdoor

Residential Properties/Uses:

The storage of goods or products as an ancillary use. The goods or products shall be stored in the side or rear yard and screened with an opaque fence, a tarp/cover, or within a shed or building.

- Vehicles: With the exception of junked vehicles as allowed in Section 90.18 of the Code of Ordinances, if not parked on an improved driveway, vehicles shall be stored in the side or rear yard. Vehicles that are not parked on an improved driveway for a party or special event are exempt.
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Commercial Properties/Uses:

Goods or products shall be stored in the rear yard and screened with an opaque fence or masonry fence/wall that shall match or complement the appearance of the principal structure. In addition, the storage area shall be screened with a type "A" buffer.

OUTDOOR STORAGE

CURRENT

The storage of goods, products, or vehicles as an ancillary use by their owner or on a commercial basis outside of a permanently constructed building.

PROPOSED

Residential Properties/Uses:

The storage of goods or products as an ancillary use. The goods or products shall be stored in the side or rear yard and screened with an opaque fence, a tarp/cover, or within a shed or building.

- Vehicles: With the exception of junked vehicles as allowed in Section 90.18 of the Code of Ordinances, if not parked on an improved driveway, vehicles shall be stored in the side or rear yard. Vehicles that are not parked on an improved driveway for a party or special event are exempt.
- Recreational vehicles and trailers: If not parked on an improved driveway, recreational vehicles and/or trailers shall be stored in the side or rear yard. A limit of one recreational vehicle or trailer per property is allowed to be parked on an improved driveway.
- Boats/vessels/personal watercraft: The boat/vessel/personal watercraft must be on a licensed registered trailer and not exceed twenty-six (26) feet in length by the manufacturer's published overall length. In addition, the boat/vessel/personal watercraft may not exceed 6,500 lbs. by the manufacturer's published dry weight. If not parked on an improved driveway, the boat/vessel/personal watercraft shall be stored in the side or rear yard. A limit of one boat or vessel, or two personal watercraft so long as the two personal watercraft are stored on one trailer designed to carry/ hold two personal watercraft, which does not exceed the above length and weight limit, is allowed to be parked on an improved driveway.

Commercial Properties/Uses:

Goods or products shall be stored in the rear yard and screened with an opaque fence or masonry fence/wall that shall match or complement the appearance of the principal structure. In addition, the storage area shall be screened with a type "A" buffer.

Chapter 2 Definition for Improved Driveway: A driveway with a surface that is concrete, asphalt or gravel.

Staff note, replace Chapter 6 conditions with definition language.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Director of Planning


Action Requested:

The Planning Board, Land Development Code Advisory Board (LDCAB) and staff are recommending an amendment to add Section 18.5.16 to the Land Development Code to allow for the deactivation, or closure, of a conditional zoning (CZ) application if after a period of six months, no activity has occurred on an application.

Manager's Recommendation:

Approve an Ordinance to amend Chapter 18 of the Land Development Code.

ATTACHMENTS:

Name:	Description:	Type:
 ORD-TA 03-17_Deactivation_or_Closure_of_CZ_Application.pdf	TA 03-17 Text Amendment	Ordinance

**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on May 15, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that the following chapters of the Land Development Code be amended to AMEND Chapter 18: Text and Rezoning Amendments (See Exhibit A).

Adopted this 15th day of May, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 03-17: DEACTIVATION, OR CLOSURE, OF CONDITIONAL ZONING APPLICATION

ADD the following to Chapter 18, Section 18.5.16:

18.5.16 Deactivation or Closure of a Conditional Zoning (CZ) Application

- If after a period of six months, no activity has occurred on an application, the application may be deactivated and closed. Activity shall be defined as follows:
 - Submission of a plan for review or presentation
 - Community Meeting
 - A TIA or other required plan is in process of being prepared or reviewed
 - Technical Staff Meeting or Committee Review
 - A Board review
- After five (5) months of no activity, the Town shall notify the applicant that the six (6) month deadline is approaching. The applicant shall be notified of the two available alternatives for action with regard to the application:
 - That activity on the application must occur for the application to remain active
 - A double fee may be paid to keep the application active. If a second six month period passes, a triple fee would be required to keep the application active. No refunds will be provided upon payment of a double or triple fee.
- The applicant may withdraw the application. If requested and/or warranted, any refund of application fees will be at the discretion of the Planning Director based on mailing and advertising costs to date.
- If no contact is made to the Town regarding an action noted above and the six (6) month deadline passes, the application shall be deactivated and closed with no application refund provided.
- Upon withdrawal or deactivation of any application, the applicant may file a new application with new fees being paid at any time. The application and review shall start from the beginning of the review process and be considered as a newly filed application.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Hold a Public Hearing in compliance with General Statutes to allow citizens an opportunity to comment on the Manager's Recommended Budget for the fiscal year ending June 30, 2018

Manager's Recommendation:

Hold the public hearing and continue to June 5th for additional public input.

ATTACHMENTS:

Name:	Description:	Type:
 Budget_Public_Hearing_5-15-2017.pdf	FY2018 Budget & Tax Rate	Presentation



Town of Cornelius

FY 2018

Budget Public Hearing

Anthony Roberts

Town Manager

May 15, 2017

CMP Vision Statement

Cornelius is a vibrant and inclusive small community on Lake Norman, dedicated to promoting the highest quality of life for all residents.

Revenues

- ❖ Property Tax is the largest component of Town revenue
- ❖ The Cornelius assessed value projected for FY 2018 is 5.353 billion which is an increase of 1.5%
- ❖ Sales tax and Franchise tax projected to increase by 2%
- ❖ Cornelius electric customers will have no rate increase (NC Statute will require a residential 1 cent per month increase to the REPS rider)

Expenditures

❖ Personnel

- ❖ Merit Pool at average 2.75% (\$169k)
- ❖ Market Study Salary Adjustments (\$91k)
- ❖ 1 New PARC Program Assistant (\$49k)
- ❖ Law Enforcement Separation Allowance (\$38k)
- ❖ Town Portion of Grant Officers (\$35k)
- ❖ Employee Retirements (\$29k)
- ❖ Convert IT Helpdesk in house ½ yr. (\$24k)

❖ Operating

- ❖ Cornelius Arts and Community Center-501 C3 (\$135k)
- ❖ Change in garbage collection costs (\$94k)
- ❖ Maintenance for new park facilities (\$88k)
- ❖ VFD equipment replacement (\$60k)
- ❖ Fluctuating gas prices (\$50k)
- ❖ Additional sidewalk maintenance/stream restoration (\$33k)

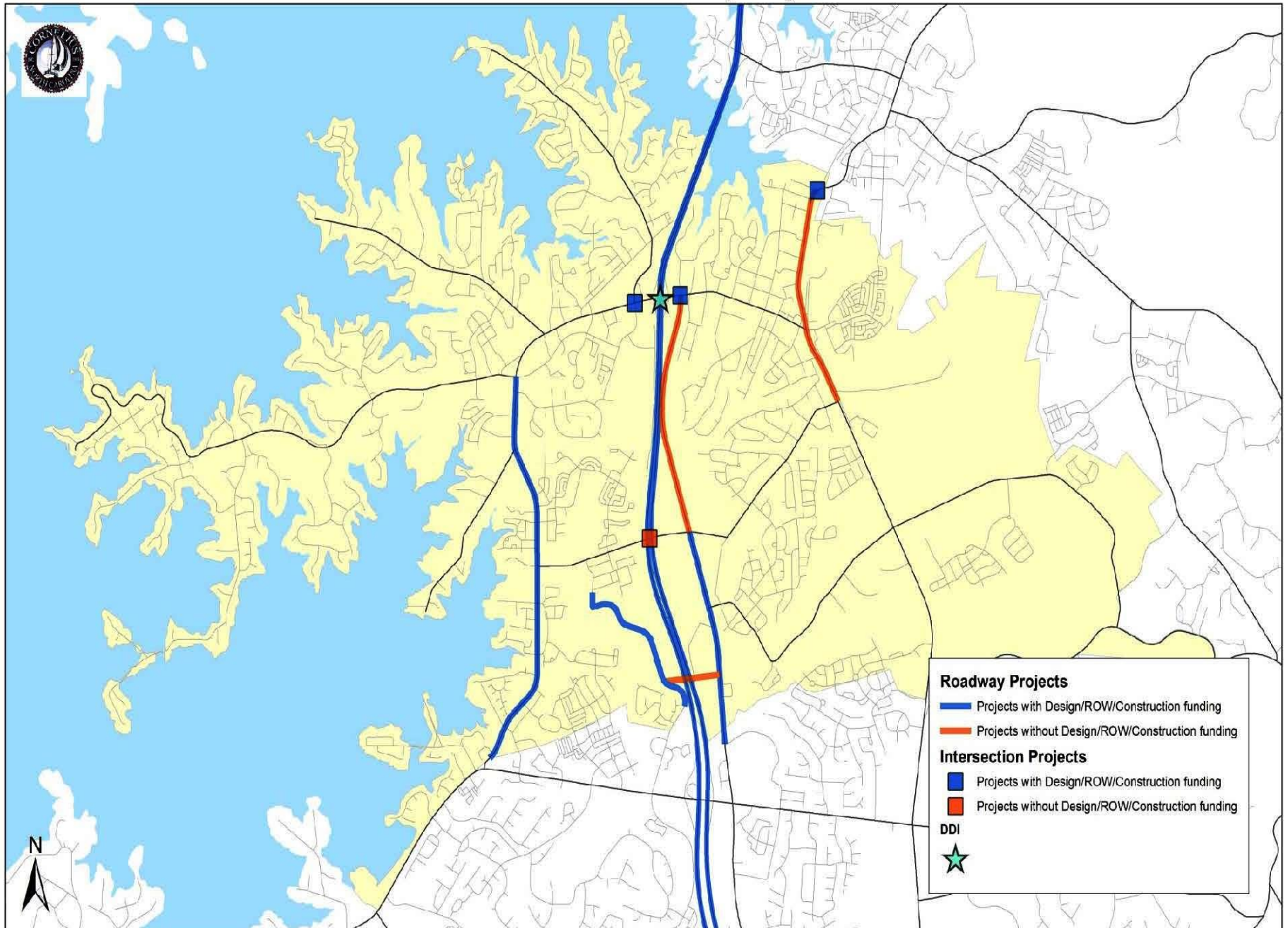
Capital Funded in FY 2018

- ❖ Planning/Design/ROW for J.V. Washam/Smithville Greenway (\$660k)
- ❖ Planning/Design for Northcross Drive Ext (\$389k)
- ❖ Hwy 21 Roundabout improvements (\$350k)
- ❖ New Sidewalks and Bike Signage Route 1 (\$300k)
- ❖ Smithville Park Playground replacement (\$250k)
- ❖ Planning/Design for Bailey Road Park/Middle School Synthetic Turf Field/Track (\$200k)
- ❖ ADA accessibility improvements at Bailey Road Park baseball and soccer fields (\$200k)
- ❖ DDI Aesthetics (\$110k)
- ❖ Planning/Design for Torrence Chapel/Catawba Avenue Intersection (\$100k)
- ❖ Planning/Design for Westmoreland Bridge (\$100k)
- ❖ Police car equipment and grants (\$80k)
- ❖ Police camera system (\$50k)
- ❖ Computer replacement (\$45k)
- ❖ Park utility vehicle and field grooming equipment (\$40k)

Debt

- ❖ The Town plans to issue debt on the following items in FY 18
 - ❖ \$1,350,000 Public Works Building
 - ❖ \$675,000 Engine 3 replacement
 - ❖ \$230,000 Police patrol vehicles
 - ❖ \$75,000 Public Works equipment
 - ❖ \$30,000 Planning truck

Active NCDOT Roadway Projects

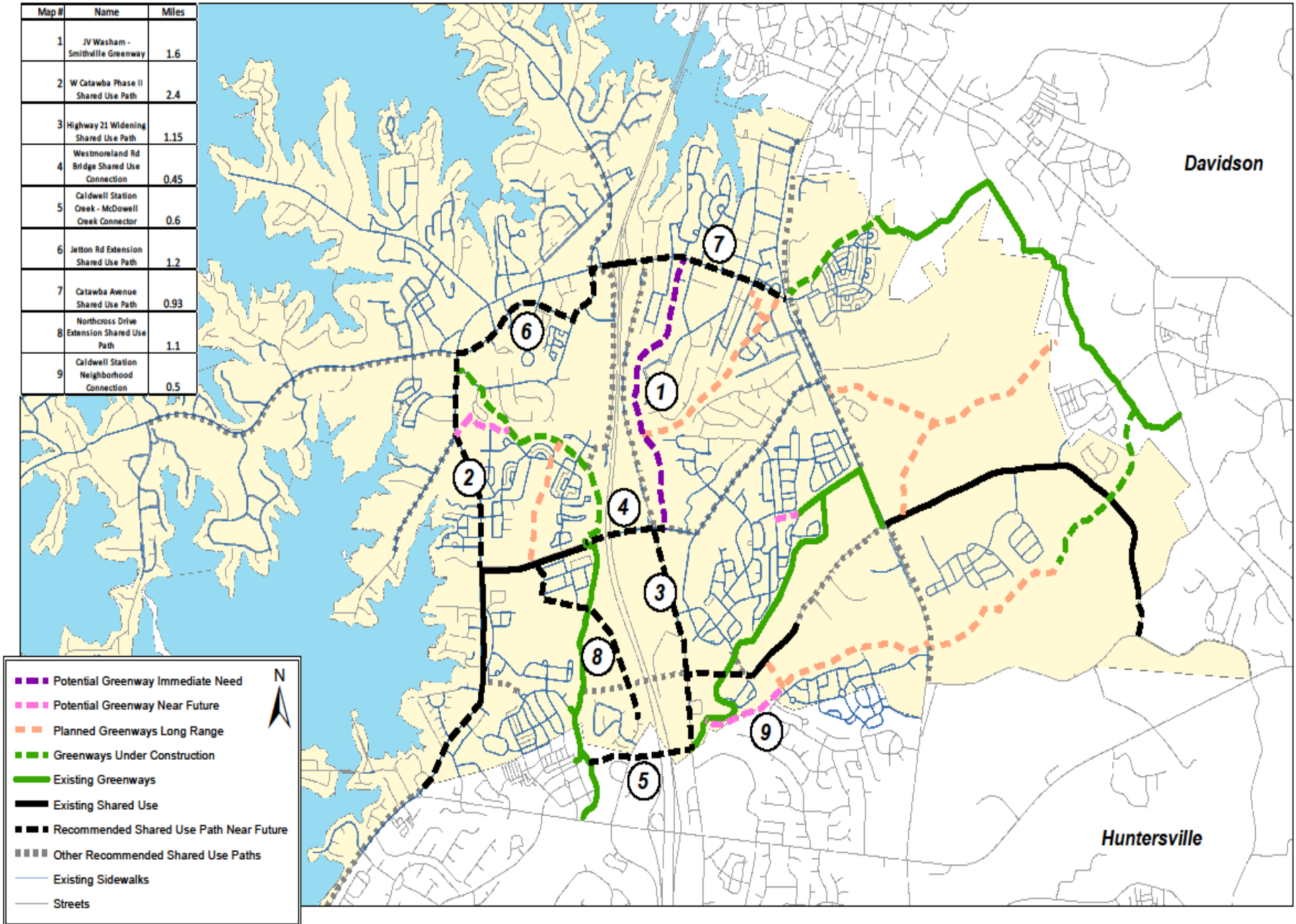


Active NCDOT Roadway Projects

<u>Project</u>	<u>EST. Construction Commencement</u>	<u>Non-Town Funds Roadway</u>	<u>Type of Funds</u>	<u>Town Funds Roadway</u>	<u>Town Funds Bike/Ped, Betterment</u>	<u>Total Town Funds Spent To Date****</u>	<u>Total Project Funds (All Sources)</u>
Northcross Dr. Ext.	FFY19	\$5,720,000 \$2,000,000	STP-DA BA	\$2,511,577	\$2,250,000	\$0	\$12,481,577
Hwy 21 Roundabout	FFY19	\$2,006,000 \$6,700,000	CMAQ BA	\$502,000	\$2,250,000	\$50,000	\$11,458,000
Torrence Chapel/West Catawba Ave Intersection Improvement	FFY19	\$5,000,000	BA	\$1,000,000*	\$1,305,000	\$0	\$7,305,000
Hwy 115/Davidson/Potts Intersections Improvement	FFY19	\$6,000,000	BA	\$0	\$950,000	\$0	\$6,950,000
West Catawba Ave Phase II	FFY20	\$32,200,000	Traditional STI funds	\$1,200,000	\$32,341,406 (U)	\$0	\$65,741,406
Hwy 21 Widening (A) (Northcross Ctr. Ct. to Westmoreland)	FFY20	\$23,800,000	Traditional STI funds	\$0	\$3,741,818	\$0	\$27,541,818
Hwy 73 Widening (Beatties Ford Rd to West Catawba)	FFY21	\$20,130,000	Traditional STI funds	\$0	TBD**	\$0	\$20,130,000
Hwy 73 Widening (West Catawba to Northcross)	FFY21	\$28,100,000	Traditional STI funds	\$0	TBD**	\$0	\$28,100,000
Hwy 115 Corridor Improvement (Washam Potts to Potts)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Westmoreland Interchange	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Bailey Rd. Flyover	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Hwy 21 Widening (B) (Westmoreland to Catawba)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Hwy 115 Widening (Hwy 73 to Washam Potts)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
		\$131,656,000		\$5,213,577	\$42,838,224	\$50,000	\$179,707,801
(U) Includes West Catawba Ave., Phase II Utility Burial (\$26,186,406)							
*Contingency if pending roadway cost estimates exceed \$5M of Bonus Allocation Funds.							
**At this time, betterments are not programmed; however, as design development progresses, it may be determined that betterments are appropriate.							
***P5.0 process to determine if Town funding is appropriate.							
****Construction estimated to commence greater than 5 years from now.							
*****Costs for CIP items only. Does not refer to costs expended by Town for studies, preliminary planning, reports, conceptual design.							
Projects with Roadway Construction Funding							
Projects without Roadway Construction Funding							
Subtotal Town Funds (Roadway + Betterments)		\$48,051,801					

Potential Greenway and Shared Use Projects

Map #	Name	Miles
1	JV Washam - Smithville Greenway	1.6
2	W Catawba Phase II Shared Use Path	2.4
3	Highway 21 Widening Shared Use Path	1.15
4	Westmoreland Rd Bridge Shared Use Connection	0.45
5	Caldwell Station Creek - McDowell Creek Connector	0.6
6	Jetton Rd Extension Shared Use Path	1.2
7	Catawba Avenue Shared Use Path	0.93
8	Northcross Drive Extension Shared Use Path	1.1
9	Caldwell Station Neighborhood Connection	0.5



DEPT	DESCRIPTION	Source	debt pmt	2018	2019	2020	2021	2022	Future	Total
PARC	Bailey Road Park Track Renovation & Synthetic Turf	Debt	-	200,000	1,000,000	-	-	-	-	1,200,000
Fire	Replace Engine 3	Debt	73,193	675,000	-	-	-	-	-	675,000
PARC	Smithville Park to JV Washam ES Greenway	Fund Bal		660,000	1,200,000	-	-	-	-	1,860,000
PW	Bailey Road Extension	Bonds Ph-1-2		-	5,798,000	-	-	-	-	5,798,000
PW	DDI Aesthetics	Fund Bal		500,000	890,000	-	-	-	-	1,390,000
PW	Sidewalks (includes Bike Cornelius Signage Route #1)	FB Powell		300,000	-	300,000	-	300,000	-	900,000
PW	Northcross Drive Extension-Local Match	Fund Bal		389,000	2,122,577	-	-	-	-	2,511,577
PW	Hwy 21 Roundabout-Local Match	Fund Bal		350,000	102,000	-	-	-	-	452,000
PD	Vehicle Replacement Program	Both	26,329	230,000	235,000	240,000	245,000	250,000	-	1,200,000
PARC	Smithville Park Playground replacement	Fund Bal		250,000						250,000
PARC	Bailey Road Park ADA improvements	Fund Bal		200,000						200,000
PW	Public Works Equipment	Debt	13,165	75,000	50,000	50,000	50,000	-	-	225,000
PD	Video Surveillance Program	Fund Bal		50,000	50,000	50,000	50,000	50,000	-	250,000
IT	Computer Replacement Program	Fund Bal		45,000	45,000	45,000	45,000	45,000	-	225,000
PARC	Field Grooming Equipment & Utility Vehicle	Fund Bal		40,000	-	-	-	-	-	40,000
Planning	Planning Truck	Debt	5,266	30,000	-	-	-	-	-	30,000
PW	Stream Restoration Project- Willow Pond	Fund Bal	-	30,000	60,000	510,000	-	-	-	600,000
PARC	Community/Art Center	Bonds Ph-2		-	4,000,000	-	-	-	-	4,000,000
PW	Road Resurfacing	FB Powell		-	800,000	-	800,000	-	-	1,600,000
PW	Torrence Chapel Rd/West Catawba Ave Intersection	F Bond		100,000	600,000	-	-	-	-	700,000
PARC	Robbins Park	F Bond		-	210,000	2,300,000	-	-	2,300,000	4,810,000
Fire	Replace Chief's Truck	Debt		-	55,000	-	-	-	-	55,000
PW	Hwy 21 Roundabout- Bike/Ped Accommodations, a	F Bond		-	-	2,250,000	-	-	-	2,250,000
PW	Northcross Dr. Extension- Bike/Ped Accommodation	F Bond		-	-	2,250,000	-	-	-	2,250,000
PARC	Bailey Road Park Expansion	F Bond		-	-	2,000,000	-	-	-	2,000,000
PW	Torrence Chapel Rd/West Catawba Ave Intersection	F Bond		-	-	1,345,000	-	-	3,600,000	4,945,000
PW	Live Work Unit Streetscape	Debt		-	-	1,000,000	-	-	-	1,000,000
PW	Hwy 115/Potts St/Davidson St Intersection Improv	F Bond		-	-	950,000	-	-	-	950,000
PARC	Bailey Road Park Major Renovations	F Bond		-	-	835,000	-	-	1,130,000	1,965,000
PARC	Stratford Forest Greenway	F Bond		-	-	690,000	-	-	-	690,000
PW	Westmoreland Bridge Reconfiguration-Local Match	F Bond		100,000	440,000	-	-	-	-	540,000
PARC	Glen Oak Green Park Connector	F Bond		-	-	518,000	-	-	-	518,000
PARC	Nantz Road Connector Greenway	F Bond		-	-	518,000	-	-	-	518,000
PW	Jetton Road Extension	Debt		-	-	460,000	-	-	-	460,000
PARC	Jetton Neighborhood Park Major Renovations	F Bond		-	-	300,000	-	-	-	300,000
PW	West Catawba Ave, Phase II- Bike/Ped, Aesthetics	F Bond		-	-	-	6,155,000	-	-	6,155,000
PW	West Catawba, Phase II-Local Match	F Bond		-	-	-	1,200,000	-	-	1,200,000
Fire	Replace Engine 4	Debt		-	-	-	700,000	-	-	700,000
PW	Hwy 21 Widening (A)- Bike/Ped Accommodations, a	Fund Bal		-	-	-	-	3,741,818	-	3,741,818
Fire	Replace Truck 4	Debt		-	-	-	-	1,000,000	-	1,000,000
PARC	Synthetic Turf Multi-Purpose Field- Smithville Park	Debt		-	-	-	-	850,000	-	850,000
PARC	Torrence Chapel Park Major Renovations	Debt		-	-	-	-	650,000	-	650,000
PARC	Smithville Park Major Renovations	Debt		-	-	-	-	430,000	-	430,000
PARC	Westmoreland/McDowell Creek Neighborhood Park	Debt		-	-	-	-	-	3,400,000	3,400,000
PW	Hwy 115- North Corridor- Bike/Ped Accommodation	Fund Bal		-	-	-	-	-	3,275,000	3,275,000
PARC	Village Center Neighborhood Park	Debt		-	-	-	-	-	3,200,000	3,200,000
Fire	Fire Station #3-Land and Potential Training Center	Debt		-	-	-	-	-	3,000,000	3,000,000
PARC	North Bailey Road Greenway	Debt		-	-	-	-	-	2,558,000	2,558,000
PARC	Waterfront Park	Debt		-	-	-	-	-	2,500,000	2,500,000
PARC	Victoria Bay Greenway	Debt		-	-	-	-	-	2,411,000	2,411,000
PARC	South Bailey Road Greenway Phase III	Debt		-	-	-	-	-	2,250,000	2,250,000
PARC	Old Cornelius to Statesville Road Greenway	Debt		-	-	-	-	-	2,035,000	2,035,000
PARC	Mini Park Land Acquisitions & Development	Debt		-	-	-	-	-	2,000,000	2,000,000
PARC	Caldwell Station Creek Greenway (South) Phase II	Debt		-	-	-	-	-	1,750,000	1,750,000
PARC	Westmoreland Park Greenway	Debt		-	-	-	-	-	1,210,000	1,210,000
PARC	Washam Neighborhood Park	Debt		-	-	-	-	-	1,000,000	1,000,000
PARC	North Bailey Road to Bailey Road Greenway	Debt		-	-	-	-	-	750,000	750,000
PW	I-77 Service Road to Westmoreland	Debt		-	-	-	-	-	736,250	736,250
PARC	Bailey Road Park Tennis/Pickleball Complex	Debt		-	-	-	-	-	555,000	555,000
PARC	Spray Park	Debt		-	-	-	-	-	500,000	500,000
PARC	Legion Park Major Renovations	Debt		-	-	-	-	-	450,000	450,000
PD	Police Substation	Fund Bal		-	-	-	-	-	300,000	300,000
PW	Stream Restoration Project- Upper McDowell Creek	Debt		-	-	-	-	-	176,000	176,000
			117,953	4,224,000	17,657,577	16,611,000	9,245,000	7,316,818	41,086,250	96,140,645
	No Collateral Projects (must use fund balance or consider future bonds)									
	Potential Projects for Phase II bond issuance									
	***Committed Local Match									

**TOWN OF CORNELIUS, NORTH CAROLINA
GENERAL FUND LONG-TERM FINANCIAL PLAN
AS OF MARCH 5, 2017**

		FY 2015 Actual	FY 2016 ACTUAL	FY 2017 EYE	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Beginning Fund Balance		14,960,005	15,904,192	18,073,909	15,913,167	16,426,011	14,993,159	16,995,186	18,729,676
Revenues:									
Property tax		11,930,317	12,395,595	13,314,461	13,514,178	14,057,932	17,145,651	17,483,095	17,827,287
Sales tax		2,926,603	3,159,517	3,206,910	3,255,013	3,352,663	3,453,243	3,556,841	3,663,546
Franchise tax		1,673,776	1,913,825	1,836,514	1,887,936	1,940,798	1,995,141	2,051,004	2,108,433
Powell Bill allocation		727,471	741,996	751,186	761,210	761,210	761,210	761,210	761,210
All others		3,084,777	3,298,899	3,196,694	3,172,945	3,905,739	3,408,725	3,330,256	3,380,210
Total Revenues		20,342,944	21,509,832	22,305,766	22,591,282	24,018,343	26,763,970	27,182,406	27,740,686
Expenditures:									
Personnel		7,019,443	7,105,350	7,390,259	7,797,784	8,109,695	8,434,083	8,771,447	9,122,304
Operating		7,881,371	7,716,092	8,670,037	8,724,238	9,029,586	9,390,770	9,766,401	10,157,057
Art Center (land, operating)			-			245,000	252,350	259,921	267,718
Debt service		2,602,255	3,243,502	4,849,279	2,262,417	1,605,246	1,266,400	1,203,254	1,003,125
Capital (prev & Pub		1,000,000	-	742,832	330,000	860,000	810,000	800,000	300,000
Capital fund balance		895,688	1,121,463	2,814,100	2,964,000	3,587,577	185,000	190,000	3,931,818
New debt svc		-		-	-	2,014,090	4,423,341	4,456,895	4,547,810
Transfers		-		-	-	-	-	-	-
Use of Cap Reserve		-	153,708	-	-	-	-	-	-
Total Expenditures		19,398,757	19,340,115	24,466,507	22,078,439	25,451,194	24,761,944	25,447,916	29,329,832
Net		944,187	2,169,717	(2,160,742)	512,843	(1,432,852)	2,002,027	1,734,490	(1,589,146)
Ending Fund Bal		15,904,192	18,073,909	15,913,167	16,426,011	14,993,159	16,995,186	18,729,676	17,140,529
Capital Reserve		-		-	-	-	-	-	-
Total Balances		15,904,192	18,073,909	15,913,167	16,426,011	14,993,159	16,995,186	18,729,676	17,140,529
End Bal as % of Exps		82%	93%	65%	74%	59%	69%	74%	58%
Tax Assumptions:									
Value		5,000,082,500	5,106,084,249	5,235,561,500	5,274,098,373	5,353,209,849	5,460,274,046	6,683,375,432	6,817,042,941
% increase growth		2.120%	2.536%	0.7%	1.5%	2.0%	2.0%	2.0%	2.0%
% Change reval		0%	0%	0%	0%	0%	20%	0%	0%
New Value		5,106,084,249	5,235,561,500	5,274,098,373	5,353,209,849	5,460,274,046	6,683,375,432	6,817,042,941	6,953,383,800
Collection rate		97.8%	97.8%	99.0%	99.0%	99.0%	99.0%	99.0%	99.0%
Rate		0.24	0.24	0.255	0.255	0.255	0.255	0.255	0.255
Tax produced		11,985,001	12,288,910	13,314,461	13,514,178	13,784,462	16,872,181	17,209,625	17,553,817
Revenue assumptions:									
Sales tax						3.0%	3.0%	3.0%	3.0%
Franchise tax						2.8%	2.8%	2.8%	2.8%
Powell Bill						0.0%	0.0%	0.0%	0.0%
Other						1.5%	1.5%	1.5%	1.5%
Expense assumptions:									
Personnel						4.00%	4.00%	4.00%	4.00%
Operating						3.50%	4.00%	4.00%	4.00%
Debt issuance variable:									
Beginning Debt O/S		10,258,549	18,147,488	16,370,722	14,055,353	12,781,895	22,433,533	42,558,786	40,471,623
Principal retired		(2,356,061)	(2,775,130)	(3,884,636)	(1,977,911)	(1,331,183)	(1,452,186)	(768,601)	(1,452,186)
Principal issued		10,245,000	998,364	1,792,600	930,000	11,960,000	23,781,000	900,000	3,085,000
Princ on new debt		-	-	(223,333)	(225,547)	(977,178)	(2,203,562)	(2,218,562)	(900,000)
Ending Debt O/S		18,147,488	16,370,722	14,055,353	12,781,895	22,433,533	42,558,786	40,471,623	41,204,437
There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected.									

FY 2018 Budget – Summary

- ❖ Recommended Tax Rate: 25.5 cents
 - ❖ Keeps 1.5 cents dedicated to transportation capital reserve (~\$776,475 in FY 18)
- ❖ Total General Fund Budget: \$22,464,914
- ❖ Fund Balance \$126,369
 - ❖ (\$109,926) General Fund
 - ❖ (\$5,915) Tourism
 - ❖ \$242,210 Powell Bill
 - ❖ \$126,369 Contribution to Total Fund Balance

Calendar

❖ Adopt Budget & Set Tax Rate—June 5th or
June 19th

REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Director of Planning

Action Requested:


The Land Development Code Advisory Board and Staff recommend an amendment to Title IX, Chapter 94, Section 17 B (6), Requirements for Adoption of Street Acceptance Resolution, to add a time limit on the required storm drainage video:

The video(s) must be taken less than ninety (90) days prior to the request for street acceptance.

Manager's Recommendation:

Approve an Ordinance to amend Title 9 of the Code of Ordinances.

ATTACHMENTS:

Name:	Description:	Type:
 ORD_Code_of_Ordinance_Title_9_Ch_94_Section_94.17.docx	ORD Code of Ordinances Section 94.17	Ordinance

**AN ORDINANCE TO AMEND
THE TOWN OF CORNELIUS CODE OF ORDINANCES**

WHEREAS, it has become necessary for the Town to update specific Titles within the Town's Code of Ordinances; and

WHEREAS, this change represents a revised Code provision.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius that the Code of Ordinances, Title 9, Section 94 B (6) is hereby amended and adopted as follows and shown in Attachment A:

- (6) A video of all underground storm drainage lines has been provided to the Town for review and evaluation of condition of infrastructure. The video(s) must be taken less than ninety (90) days prior to the request for street acceptance.

Adopted this 15th day of May, 2017.

SEAL

Charles L. Travis, III, Mayor

ATTESTED:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

ATTACHMENT "A"

The Board of Commissioners may, at its sole discretion, adopt a resolution to accept a street for maintenance, but shall not adopt any resolution accepting a new street unless:

- (A) The Board has received a written request from the subdivider or from the majority of the property owners along a street that such street be accepted as a public street for maintenance by the town.
- (B) The Board receives a report from the Zoning Administrator that:
 - (1) Either final approval of the streets was granted by the County Engineer at least one year prior to the time of such request for maintenance is made, or that such street or streets existed as a public street prior to the effective date of this subchapter and as such have functioned as a street or streets for at least one year; provided, however, that this one year testing period may be waived by the Board of Commissioners in cases where the development density standard set forth in division (2) below has been met and the Board finds that the street or streets requested for maintenance would suffer damage from further delay of application of the final surface course required under the street construction and testing standards of the town;
 - (2) At least 90% of the lots fronting on the street or streets requested for maintenance have a non-residential development or habitable dwelling unit located thereon;
 - (3) That any defects which have appeared in new streets during the one year waiting period or in the case of existing streets, any defects identified by the Public Works Supervisor of the town at time such request for maintenance is made have been repaired;
 - (4) There are no parcels or lots remaining in any adjoining or future phases for construction or development that may utilize the proposed section of street with constructed related traffic; and
 - (5) Any maintenance bond for any street within a development must be maintained for a minimum of two years and until 100% of the lots in the development have a non-residential development or habitable dwelling unit located thereon.
 - (6) A video of all underground storm drainage lines has been provided to the town for review and evaluation of condition of infrastructure. [The video\(s\) must be taken less than ninety \(90\) days prior to the request for street acceptance.](#)
- (C) The Board of Commissioners determine that such street corresponds in its location and aligns with a street shown on a preliminary subdivision plat formally approved by the Planning Board or that the street was established as a public street prior to the adoption of this subchapter and therefore not subject to this subchapter.

REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Director of Planning

Action Requested:

Circle K Stores Inc. has petitioned the Town of Cornelius to voluntarily annex 9.01 acres of property located on the southwest intersection of Bailey Road and N.C. Highway 115 (Old Statesville Road).



At this time the following are required to be approved by the Town Board, if you choose to consider the requested annexation:

1. Resolution directing the Clerk to investigate the sufficiency of the Petition; and
2. Resolution setting the date for Public Hearing on June 19, 2017.

Manager's Recommendation:

Approve Resolutions as presented.

ATTACHMENTS:

Name:	Description:	Type:
 ANNEX_01-17_RESOLUTION_DIRECTING_THE_CLERK_TO_INVESTIGATE_SUFFICIENCY.docx	ANNEX 01-17 Resolution Directing the Clerk to Investigate Sufficiency	Resolution Letter
 RESOLUTION_ON_FIXING_DATE_OF_PUBLIC_HEARING_ON_QUESTION_OF_ANNEXATION_ANNEX_01-17.pdf	Setting Public Hearing Date	Resolution Letter

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31

ANNEX 01-17: CIRCLE K STORES INC.

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 26, 2017 by the Board of Commissioners; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Cornelius deem it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius that:

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

Adopted this 15th day of May 2017.

Charles L. Travis, III, Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Karen Wolter, Town Attorney

**RESOLUTION ON FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

ANNEX 01-17: CIRCLE K STORES INC.

WHEREAS, a petition requesting annexation of the area referenced above and described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius that:

Section I. A public hearing on the question of annexation of the area described herein will be held at Town Hall at 7:00 PM on Monday June 19, 2017.

Section II. The proposed area for annexation is described as follows:

Annexation Metes and Bounds Description

BEGINNING at a point on the westerly right-of-way of Old Statesville Road and being a point on the common line of the Circle K Stores, Inc. property as recorded in Map Book 60 at Page 971 in the Mecklenburg County Registry and the GGG&B, LLC property as recorded in Map Book 47 at Page 663; Said BEGINNING point being located S 46-28-16 W a distance of 25.37 feet from an iron found within the right-of-way of Old Statesville Road and having a North Carolina Grid Coordinate value of Northing 628902.1869, Easting 1450141.5970. Thence from said Beginning point and running with the common line of the aforementioned GGG&B, LLC property S 46-28-16 W a distance of 80.10 feet to an iron set; Thence continuing S 46-28-16 W a distance of 564.34 feet, passing an iron found at 553.93 feet, to a 20" walnut tree, being the common corner with the Treynorth Properties, LLC property as recorded in Map Book 35 at Page 9. Thence running with the line of the aforementioned Treynorth Properties, LLC property N 87-27-07 W a distance of 90.18 feet to an iron found and being the common corner with the Toybox Properties, LLC; Thence running with line of the aforementioned Toybox Properties, LLC, N 87-27-07 W a distance of 164.12 feet to an iron found and continuing N 39-12-26 W, passing an iron found at 4.21', a total distance of 94.39 feet to an iron found, being the common corner of the Scott D. Nafe property as recorded in Map Book 32 at Page 719; Thence running with line of the aforementioned Scott D. Nafe property N 39-05-12 W a distance of 35.67 feet to an iron found and continuing N 39-21-35 W a distance of 231.36 feet to a point on the southerly right-of-way of Bailey Road; Thence running with the southerly right-of-way of Bailey Road the following eight (8) calls: 1) N55-58-40 E a distance of 397.09 feet to a point; 2) N 55-46-24 E a distance of 21.25 feet to a point; 3) N55-46-24 E a distance of 146.59 feet to a point; 4) N 62-37-02 E a distance of 100.58 feet to a point; 5) N 55-47-53 E a distance of 33.07 feet to a point; 6) N 55-46-24 E a distance of 136.10 feet to a point; 7) N 50-03-46 E a distance of 37.02 feet to a point; 8) S 77-51-53 E a distance of 74.01 feet to a point, being the intersection with the westerly margin of the right-of-way of Old Statesville Road; Thence running with the westerly right-of-way of Old Statesville Road to following seven (7) calls: 1) S26-04-54 E a distance of 93.91 feet to a point; 2) S 19-10-26 E a distance of 100.94 feet to a point; 3) S 26-00-06 E a distance of 28.06 feet to a point; 4) S 27-01-58 E a

distance of 82.83 feet to a point; 5) N 62-49-15 E a distance of 12.02 feet to a point; 6) thence along a curve to the LEFT, having a radius of 7256.00 feet, an arc length of 38.86 feet and a chord bearing of S 27-19-58 E and chord distance of 38.86 feet; 7) thence along a curve to the LEFT, having a radius of 5594.25 feet, an arc length of 5.67 feet and a chord bearing of S 28-22-25 E and chord distance of 5.67 feet to the point of beginning.

Containing 392,562 square feet or 9.01 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

Adopted this 15th day of May, 2017.

Charles L. Travis, III, Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Andrew Grant, Asst. Town Manager

Action Requested:




The Town of Cornelius is a member of the Charlotte-Mecklenburg Regional Housing Consortium, a body that provides funds for housing-related needs for low to moderate-income families. The Town has partnered with Our Towns Habitat for Humanity for the provision of housing needs to the community. The Down Payment Assistance program is managed by Habitat, whereby an eligible homeowner is provided with a grant of up to \$5,000 to put toward down payment and/or closing costs.

Grant funds flow from the Consortium to the Town to Habitat to the homeowner. The Consortium will provide \$30,000 of grant funds to the Town under the terms of the Grant Agreement; this will assist up to six low to moderate-income families. The Town will provide the same \$30,000 to Habitat via the Subrecipient Agreement between the Town and Habitat. The Subrecipient Agreement states the conditions for which the Town is providing funds to Habitat, including Habitat and the homeowner executing the Recapture Agreement (which specifies the terms of repayment should the homeowner sell their home). Please note that the Recapture Agreement is attached for reference.

Manager's Recommendation:

Approve the Down Payment Assistance Grant Agreement and the Subrecipient Agreement and authorize the Town Manager and Town Attorney to finalize the terms and conditions of the agreements.

ATTACHMENTS:

Name:	Description:	Type:
 Town_of_Cornelius_Down_Payment_GA_\$30000_(2).docx	Grant Agreement	Backup Material
 Subrecipient_Agreement-2017.doc	Subrecipient Agreement	Backup Material
 Downpayment_Habitat_-_Homebuyer_Agreement_2017.docx	Recapture Agreement	Backup Material

GRANT AGREEMENT

This Grant Agreement ("Agreement"), dated as of the ____ day of _____ 2017, is made and entered into by and between the Town of Cornelius ("Cooperating Unit" and/or "Grantee") and the Charlotte-Mecklenburg Regional Housing Consortium ("Consortium"), of which the City of Charlotte ("City"), has been designated the lead entity ("Lead Entity") authorized to act in a representative capacity for all members of the Consortium.

Background and Purpose

The Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (herein called the "Act") makes provisions whereby units of general local government may enter into cooperation agreements and form a consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program ("HOME Program") of the United States Department of Housing and Urban Development ("HUD").

The Consortium was established in July 2000 as a joint agency pursuant to N.C. General Statute 160A-462, for the purposes of cooperatively providing safe, affordable and standard housing, and alleviating housing problems in Mecklenburg County.

The Board of Directors of the Consortium has established policy and administrative arrangements to carry out the functions of the Consortium including, but not limited to, approving proposals for funding submitted by members of the Consortium, distributing funds awarded to the Consortium and recommending contracts for carrying out the functions of the Consortium.

Cooperating Unit has applied to the Consortium for a grant in the amount of Thirty Thousand and no/100 dollars (\$30,000.00) ("Grant") to be used to fund the Cooperating Unit's homebuyer assistance down payment program which is designed to assist low and moderate income households in the Town of Cornelius with down payment and closing costs necessary to purchase a home ("DPA Program"). The assistance from the Cooperating Unit under the DPA Program shall be in the form of a no payment, no interest loan that is forgiven in increments during the ownership of the home and shall be operated in accordance with the Application for Funding for Housing Development ("Application") submitted by the Cooperating Unit to and approved by the Consortium in its request for a financial grant. The DPA Program and the particulars thereof as set forth in the Application are collectively referred to as the "Project".

The Consortium has approved the allocation of the Grant to Cooperating Unit pursuant to the terms contained herein, and pursuant to the authority of 24 C.F.R. Part 92, which establishes the HOME Program.

THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
THE GRANT

1. The Consortium shall grant to Grantee, and Grantee shall receive from the Consortium, the sum of up to \$30,000.00 ("Grant" and/or "Grant Funds").

2. Grantee shall use the Grant Funds solely to fund the DPA Program which will assist low and moderate income households purchasing housing in the Town of Cornelius. Any Grant Funds not used for the purposes herein stated on or before June 30, 2018, shall be returned to the Consortium. The parties acknowledge that Grantee has submitted, and the Consortium has approved, the Application prior to the execution of this Agreement.

3. FLOW DOWN REQUIREMENTS HOME: A Grantee who receives federal funds under a written contract agreement shall comply with the flow down requirements for projects funded under 24 Code of Federal Regulations (CFR) Part 92 HOME Investment Partnership Program (HOME). The contract includes guidelines for HOME Sub-Recipients, as regulated by the HOME program and complies with applicable Federal Status, Federal Rules, and other required provisions in effect as the date of this written agreement. These requirements include, but are not limited to the following:

(a) Non-Profit Grantee

- i. CFR 24 Part 92 – HOME Program Regulations
- ii. CFR 24 Part 8 - HOME & Other Federal funded Programs: Section 504 of the Rehabilitation Act of 1973
- v. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- vi. Executive Order 13166 – Improve Access to Services for Person with Limited English Proficiency (Language Access Planning)

(b) OTHER PROGRAM REQUIREMENTS

As Found In CFR 24 Part 92

- i. §92.350 – Other Federal Requirements/Nondiscrimination
- ii. §92.351 – Affirmative Marketing
- iii. §92.352 – Environmental Review
- iv. §92.353 – Displacement/Relocation

- v. §92.354 – Labor
- vi. §92.355 – Lead Based Paint
- vii. §92.356 – Conflict of Interest
- viii. §92.357 – Executive Order 12372

5. By signing this agreement, the Grantee acknowledges that it has read the above stated Federal Regulations & OMB Circulars for the HOME Program. Failure to adhere to the federal and City compliance regulations will result in withholding or denial of contract/written agreement reimbursements.

6. Certifications. By signing this agreement, the Grantee acknowledges that it has read and will adhere to the following certifications:

- Drug Free Workplace Certification
- Lobbying Certification

Failure to adhere to the above City of Charlotte certifications compliance may result in withholding or denial of contract/written agreement reimbursements.

(a) DRUG FREE WORKPLACE CERTIFICATION: Grantee will provide a drug free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibit in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing an ongoing drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug free workplace;
 - c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

- iv. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant the employee will;
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- v. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designees on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a) Taking appropriate personnel action against such an employee, up to and including terminations, consistent with the requirements of the Drug Free Workplace Act of 1988 (The Act), or
 - b) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- vii. Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 - a) Place of Performance (Street address, City, County, State, Zip Code)
 - b) Check if there are workplaces on file that are not identified here; and
 - c) It will comply with the other provisions of the Act.

(b) LOBBYING CERTIFICATION: To the best of Grantee's knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contracts, grant, loan, or cooperative agreement, it will complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
 - a) In preparing its proposal, Grantee has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in or condoned prohibited discrimination.
 - b) For purposes of this certification, prohibited discrimination means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
 - c) Without limiting any other provision of the solicitation for proposals on this Project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted by Grantee on this Project and terminate any contract awarded based on such proposal.

- d) As a condition of contracting with the City, Grantee agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by Grantee and terminate any contract awarded on such bid.

7. Section 504 Compliance: No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

8. Providing Language Access: Pursuant to Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency", the order directs federal agencies and those agencies receiving federal funds (contractors, subcontractors, recipients and sub-recipients) take reasonable steps to ensure that Limited English Proficiency (LEP) or Non-English Proficient (NEP) persons have meaningful access to the programs, services and information that federally funded programs provide.

The order further requires that written translation of Vital Documents, should include but are not limited to the following:

- (a) Program applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding program eligibility and participation; notices pertaining to the reduction, denial, or termination of service or benefits, the right to appeal such actions, or that require a response from beneficiary notice advising LEP persons of the availability of free language assistance, and other outreach materials.
- (b) Recipients receiving federal funds will need to provide translation services both oral and written in Spanish.

The following statements should be placed at the top of all federally funded program applications

Please check one of the following (Por favor, Marque uno de los siguientes):

- ☐ I understand and am able to complete this application provided in English____
- ☐ No entiendo la solicitud prevista en Inglés y pedir una solicitud en español____
(I do not understand the application provided in English and request an application in Spanish)

Definitions

- (a) Limited English Proficient or LEP refers to a person who does not speak English as his/her primary language and has a limited ability to speak, read, write or understand the English language.

(b) Non-English Proficient or NEP refers to a person who cannot speak or understand the English language at any level.

(c) A Vital Document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP/NEP populations they serve.

9. Attachments

- (a) Neighborhood & Business Services – Language Access Plan (**Exhibit C**)
- (b) Executive Order 13166 (**Exhibit D**)

ARTICLE II
DISBURSEMENT

The Consortium shall not be obligated to disburse any Grant Funds directly to or for the benefit of the Cooperating Unit until all of the conditions stated in Article III hereof have been satisfied and the City, on behalf of the Consortium, has received a draw request ("Draw Request") from the Cooperating Unit. The Consortium shall have no obligation to disburse any Grant Funds after June 30, 2018.

The City will disburse through a request (the "Draw Request") prepared and submitted by the Grantee. Payment of a Draw Request will be issued in the form of a City of Charlotte check and will be processed within thirty (30) days of submission or within thirty (30) days of receiving a corrected Draw Request. The City will not be responsible for payment of interest charges, penalties or late fees for either partial or final payments. All Draw Requests (only) must be emailed to City Finance at cocap@charlottenc.gov and all Draw Requests, together with supporting documentation must be delivered to the following: City of Charlotte – Neighborhood & Business Services, 600 East Trade Street, Charlotte, NC 28202, Attn: Zelleka Biermann, or emailed to zbiermann@charlottenc.gov.

ARTICLE III
CONDITIONS PRECEDENT

The Consortium's obligations under this Agreement shall not become binding until the events set out below have occurred. Until all of the events have occurred, the Consortium retains the absolute right to refuse to be bound by any part of this Agreement, and no expenditure of funds

HTPL: 624397v1

or any other act on the part of Cooperating Unit or any other entity shall constitute reliance or consideration sufficient for the Consortium to lose that right.

1. Grant Agreement. This Agreement has been approved and executed by the Consortium and the Cooperating Unit.

2. Compliance with Laws. The Project as proposed, and the intended uses of the Project, are or will be in compliance with all applicable laws, regulations and ordinances.

3. Approval of Documents. The loan documents to be used in the DPA Program, in substantially the same form as set forth in Exhibit A hereof, have been approved by the Consortium. Exhibit A consists of the deed of trust, deed restrictions, promissory note and recapture agreement.

4. Funding Sources. Intentionally Deleted.

5. Environmental Assessment. Intentionally Deleted.

6. Restrictions. Approval of the Declaration of Deed Restrictions to be imposed upon each individual property that receives funding under the DPA Program relating to affordability of the Project in substantially the same form as set forth in Exhibit B hereof, which require that the Project meet the affordability requirements of 24 C.F.R. 92.252.

7. Appraisal. Intentionally Deleted.

8. Survey. Intentionally Deleted.

9. Flood Hazards. Intentionally Deleted.

ARTICLE IV **COOPERATING UNIT'S CERTIFICATIONS,** **REPRESENTATIONS, AND WARRANTIES**

1. Cooperating Unit shall use the proceeds of the Grant only for the purposes and in the manner set forth in this Agreement and no other. The Grant Funds may only be used to assist with an eligible borrower's down payment or closing costs associated with the purchase of an eligible property. The amount of assistance given to any individual borrower under the Project shall be limited to no more than \$ 10,000.00 and the purchase price of any property for which financing is given shall not exceed \$155,000.00. Any funds disbursed under the Project shall be subject to recapture in the event a borrower voluntarily or involuntarily transfers a property for which it received financing from the DPA Program within the affordability period set forth in the Declaration of Deed Restrictions. The terms of recapture are as set forth in the Recapture Agreement attached hereto as Exhibit E. Grantee shall ensure that the Recapture Agreement is executed by and between Grantee and any borrower receiving a loan under the DPA Program prior to the disbursement of any funds on behalf of such borrower.

2. Cooperating Unit agrees that the financing to be given pursuant to the Project will

be available to families earning eighty percent (80%) or less of the Charlotte area median income as defined under affordability guidelines published and amended from time to time by the United States Department of Housing and Urban Development or other reasonably equivalent date in the event such reports are no longer issued.

3. Cooperating Unit shall keep and maintain such books, records and other documents as may reasonably be necessary to reflect and disclose fully and separately the amount and disposition of the Grant pursuant to this Agreement, all receipts and expenditures of Project funds which are supplied or are to be supplied by other sources, and the total costs and expenses of the Project, including, but not limited to all records, receipts, contracts and other documentation for all expenditures of the Grant.

Cooperating Unit shall maintain such books, records and other documents for a period of at least four (4) years after the completion of the Project and shall make the same be available for inspection, copying, audit, and examination at all reasonable times from and after the date hereof by any duly-authorized representative of the Consortium, the Lead Entity, HUD, or the Comptroller General of the United States.

4. Cooperating Unit shall comply with all of the provisions of the Code of Federal Regulations Volume 24, Section 92.352, "Environmental standards," regarding the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as are specified in regulations issued pursuant to section 104(g) of the Act and contained in 24 CFR PART 58, as if the same were fully set out herein and which are nonetheless incorporated herein by reference.

5. Cooperating Unit shall comply with the provisions of Code of Federal Regulations Volume 24, Section 92.358, "National Flood Insurance Program," requiring that flood insurance be obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 for any individual property lying within an area which has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

6. Cooperating Unit assures Lead Entity that no subcontractor that may perform work under this Agreement is included on the Federal General Services Administration's list of parties excluded from federal or non-procurement programs.

7. Cooperating Unit shall ensure compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor Regulations (41 C.F.R. Chapter 60).

8. Cooperating Unit shall ensure compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 C.F.R. Part 3).

9. Cooperating Unit shall ensure compliance with the Davis-Bacon Act (40 U.S.C. 276(a) to 276a-7) as supplemented by the Department of Labor Regulations (29 C.F.R. Part 5).

10. Cooperating Unit shall ensure compliance with Sections 103 and 107 of the

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by the Department of Labor Regulations (29 CFR Part 5).

11. Cooperating Unit shall ensure compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act. (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15), as amended from time to time.

12. Cooperating Unit shall ensure compliance with all applicable mandatory standards and policies relating to energy efficiency which are contained in the North Carolina Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statutes 871), as amended from time to time.

13. Cooperating Unit will permit any duly-authorized representative of the Consortium to have access to the Project at all reasonable times during normal business hours upon reasonable written notice to the Cooperating Unit.

14. As the Consortium may reasonably request from time to time, the Cooperating Unit will submit reports regarding the Cooperating Unit's obligations under this Agreement.

15. Cooperating Unit shall ensure that no person is excluded from receiving the benefits of the Project on the basis of race, color, religion, age, sex, national origin or handicap.

16. Cooperating Unit will at all times protect and defend and hold the Consortium, its members, the officers, employees and agents of the members harmless against any claims or liability resulting from any loss or damage to Project or any injury to or death of any person that may be occasioned, or alleged to be occasioned, by any cause whatsoever pertaining to the Project or the use thereof, including reasonable expenses and attorneys' fees incurred by the Consortium, its members, and the officers, employees and agents of the members, excluding loss caused by negligence or intentional misconduct of the Consortium or its agent. Cooperating Unit shall insure the Project at commercially reasonable levels, against the claims hereby indemnified.

17. Cooperating Unit agrees that the Grant Funds shall be expended on the Project by June 30, 2018. In the event the Cooperating Unit fails to utilize all Grant Funds on the Project by June 30, 2018, Cooperating Unit shall repay the Consortium all of the Grant funds disbursed but not utilized as of that date.

18. Cooperating Unit acknowledges that the source of funds for the Grant is through and under the HOME Program and agrees that at all times during the term of the Affordability Period (as defined in the Declaration of Deed Restrictions attached hereto as **Exhibit B**), all properties receiving financing under the Project shall be subject to compliance with the HOME Program and the regulations promulgated pursuant thereto from time to time. Cooperating Unit further agrees to comply with the procedures and regulations as described in the Charlotte Mecklenburg Regional Housing Consortium Joint Cooperation Agreement.

19. Cooperating Unit will promptly give written notice to the Consortium upon Cooperating Unit's discovery of any material default in any contract or other agreement adversely affecting the Project. If Cooperating Unit is the defaulting party, it will attempt promptly to cure the default. If the default is by some other party, Cooperating Unit will vigorously pursue, to the fullest extent reasonably possible, all remedies available to it to remove or cure such default or to seek redress or relief from its effects, and to prevent or mitigate any adverse effects on the Project. Cooperating Unit will keep the Consortium fully informed as to the status of such actions.

20. As Lead Entity may reasonably request from time to time, Cooperating Unit will submit reports regarding its obligations under this Agreement.

21. Cooperating Unit shall abstain from and will not permit the commission of waste in or about the Project and will maintain the Project, or cause the Project to be maintained, in good condition and repair, reasonable wear and tear excepted.

22. Cooperating Unit shall pay or reimburse the Consortium for all reasonable attorneys' fees, costs and expenses incurred by the Consortium in any action, legal proceeding or dispute of any kind related to or arising from the Cooperating Unit's failure to perform any of its covenants under this Agreement. Any such amounts paid by the Consortium shall be due and payable on demand.

23. Cooperating Unit covenants to maintain or cause to be maintained by its contractors, if any, general accident and public liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about any part of the Project. The policies must be from companies and in amounts satisfactory to the Lead Entity.

24. SECTION 3 CLAUSE

(a) The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(c) Grantee and any contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) Grantee and any contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the Grantee and its contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(h) Grantee shall grant to the Consortium and to the United States Department of Housing and Urban Development a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under this Agreement.

(i) Grantee shall grant to the Consortium the entire right, title, and interest in any invention that Grantee receives or first actually reduces to practice in the performance of this Agreement.

(j) Grantee shall grant to the Consortium, to the United States Department of Housing and Urban Development, and to the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

(k) Grantee shall retain, for three years after it receives final payment under this Agreement, all records, books, documents, and papers of the Contractor that are directly pertinent to this Agreement.

(l) Grantee shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act. (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

(m) Grantee shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the North Carolina Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statutes 871).

(n) At all times during the performance of the work required by this Agreement, Grantee shall keep the premises secured so as to prevent theft or vandalism to the premises or to any fixtures or personal property located in or upon the premises.

25. E-Verify Certification. As a condition for payment under this Agreement, Subrecipient shall: (i) comply with the E-Verify Requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"), and (ii) cause each subcontractor under the Agreement to comply with such E-Verify Requirements as well. Subrecipient will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by the Subrecipient or any subcontractor to comply with the E-Verify Requirements.

26. Iran Divestment Act. Borrower warrants and certifies that as of the date of this Agreement, Borrower is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to North Carolina General Statute Section 143C-6A-4 (the "Iran Divestment Act of 2015"). The individual executing this Agreement certifies that he or she is authorized by Borrower to make the foregoing certification. Borrower further agrees that it will not utilize any contractor or subcontractor on the Project that is identified

on the Final Divestment List.

27. Nondiscrimination Certificate. The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract, Grantee agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Grantee shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers, in connection with a City contract or contract solicitation process, nor shall Grantee retaliate against any person or entity for reporting instances of such discrimination. Grantee shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, Grantee agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. Grantee further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Grantee agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

Grantee understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of Grantee from participating in City contracts and other sanctions.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, INELIGIBILITY AND OTHER RESPONSIBILITY MATTERS

The purpose of the Certification Regarding Debarment, Suspension, Proposed Debarment, Ineligibility and Other Responsibility Matters certifies that recipients of funds (Federal, State, or local) are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. Contractors must submit a copy of its certified eligibility registration obtained from www.sam.gov to the City of Charlotte noting eligibility to receive funding (Federal, State, or local).

29. As the Consortium may reasonably request from time to time, Grantee will submit reports regarding Grantee's obligations under this Agreement.

ARTICLE V
MUTUAL COVENANTS

1. This Agreement shall be binding upon all parties hereto and their representatives, successors and assigns.

2. No party to this Agreement shall sell, bargain, assign or otherwise transfer any of its rights or obligations hereunder without the written consent of the other parties.

3. This Agreement may not be altered or amended except by written agreement of all parties.

4. This Agreement constitutes the entire agreement among the parties and supersedes all prior oral and written agreements, if any, among the parties with respect to the Grant and the Project.

5. Nothing contained in this Agreement, nor any act of a party hereto relating hereto, shall be construed as creating any benefits on behalf of any other party or to create any relationship between any of the parties hereto of principal and agent, a limited or general partnership, or a joint venture. Cooperating Unit shall include in all contracts relating to the Project an acknowledgment by the contracting party that this Agreement confers no rights upon the contracting party and creates none of the aforementioned relationships between any of the parties hereto and any other party.

6. Time is of the essence of this Agreement. The Consortium, in its sole and absolute discretion, may extend the time for the performance of any obligation of Cooperating Unit.

7. Except for the making of the Grant specified in this Agreement, the Consortium shall not be liable for the completion of, or the failure to complete, the Project. Cooperating Unit

shall cause this provision to be included in all other contracts relating to the Project.

8. With regard to the parties' capacity and authority to carry out their respective obligations under this Agreement, neither is in violation of its charter or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule, or regulation, and the execution and/or performance of this Agreement will not result in any such violation.

9. Each party agrees to cooperate fully with the other in meeting any requirements or submissions required under such documents, as amended from time to time.

ARTICLE VI

DEFAULT AND REMEDIES

1. Default and Remedies. In the event of a default by Cooperating Unit which is not cured within thirty (30) days after receiving written notice of the default, or within such longer period as may be reasonably required if the default cannot be cured within such thirty (30) days and the Cooperating Unit commences the remedial action within that period and diligently completes such action, the Consortium may suspend disbursements of the Grant until the default is cured, and if there is a default by Cooperating Unit which is not cured within the time provided herein, or diligently completed thereafter and the Consortium elects to terminate this Agreement, the Consortium may recover all Grant funds disbursed to or for the benefit of the Cooperating Unit.

No remedy contained in this Agreement or otherwise conferred upon or reserved to a party shall be considered exclusive of any other remedy, but each such remedy shall be distinct, separate and cumulative. Each remedy may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission by either party in exercising any remedy available to it as a result of a default by the other party shall impair that remedy or be construed as a waiver of the default. The rights and remedies available to the Consortium shall survive the suspension or termination of this Agreement and the term hereof.

For the purpose of enumeration but not in limitation, the following shall constitute a default:

(a) The failure of the Cooperating Unit to perform, cause to be performed or comply with, within the time or times specified, any undertakings and agreements set out in this Agreement which failure is not cured or remedied within any applicable cure period or diligently completed thereafter.

(b) Any event or occurrence, whether within or outside of the control of Grantee or with or without fault on the part of Grantee, if such event or occurrence is prohibited by the terms of this Agreement or of any other Grant documents administered by the City.

(c) The Cooperating Unit's material misrepresentation to the Consortium of any fact, circumstance or opinion set forth in writing in the security documents or in the Application for this Grant which influenced the Consortium to enter into this Agreement, with any such material

misrepresentation to be an event of default upon discovery by the Consortium, whether the same may or may not have been discoverable as of the date of this Agreement.

ARTICLE VII
NOTICES, DEMANDS, APPROVALS AND VERIFICATIONS

Any notice, demand, or other communication required or authorized by this Agreement shall be considered given or delivered if it is delivered personally or by a nationally recognized courier to, or dispatched by certified mail, postage prepaid, to:

1. In the case of the Consortium:
Pamela Wideman, Deputy Director
City of Charlotte
600 East Fourth Street
Charlotte, North Carolina 28202-2859
PH (704) 336-3488
FAX (704) 353-4502

2. In the case of the Cooperating
Unit
Anthony Roberts, Town Manager
Town of Cornelius
P.O. Box 399
Cornelius, North Carolina 28031
PH (704) 892-6031
FAX (704) 896-2462

or to such other persons and such other addresses as a party may designate in a writing delivered to the other parties as provided above.

Except as otherwise required by law or regulation, the Director of the City's Neighborhood & Business Services Department is hereby designated to act on behalf of the City which, as Lead Entity, is authorized to act on behalf of the Consortium for all purposes relating to this Agreement, including but not limited to, issuing to Cooperating Unit all necessary or permitted notices and demands, issuing all necessary or permitted approvals and verifications, and granting extensions of time for the performance of any obligation authorized hereunder.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

Charlotte-Mecklenburg Regional Housing Consortium

By: City of Charlotte, Lead Entity

Name: Joan Campbell, Assistant Director
Its: Assistant Director
Date: _____

By: Town of Cornelius, Participating Jurisdiction

Name: _____
Its: Town Manager
Date: _____

Grant Agreement for Down Payment Assistance

List of Exhibits

Exhibit A- Loan Documents

- Promissory Note
- Deed of Trust (6 copies)

Exhibit B- Declaration of Deed Restrictions

Exhibit D- Recapture Agreement

NORTH CAROLINA

MECKLENBURG COUNTY

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is entered into by and between **Our Towns of North Mecklenburg/South Iredell Habitat for Humanity**, a non-profit corporation authorized to transact business within the State of North Carolina, hereinafter referred to as **Habitat**, and the **Town of Cornelius**, a North Carolina municipal corporation, hereinafter referred to as the **Town**. This agreement will not become effective until any conditions placed upon the Town's funding approvals for the grant(s) identified herein are satisfied and funds are released by the Charlotte-Mecklenburg Regional Housing Consortium ("Consortium"), of which the City of Charlotte ("City") has been designated the lead entity authorized to act in a representative capacity for all members of the Consortium.

WHEREAS, the **Town** has applied for a Consortium HOME Investment Partnership Grant (HOME) in the amount of \$30,000 from the Consortium that is administered by the City of Charlotte to benefit low- and moderate-income persons by providing down payment assistance to allow for access to affordable housing opportunities in the Town; and

WHEREAS, **Habitat** will engage in the selection of low- and moderate-income persons to reside in affordable housing units developed and/or provided by Habitat in Cornelius.

NOW, THEREFORE, in consideration of these premises and mutual covenants and promises, as set forth herein, the parties agree as follows:

ARTICLE ONE

1. That **Habitat** shall perform the responsibilities as identified in its and/or the Town's HOME application(s), copies of which will become a part to this agreement. Specifically, **Habitat** agrees to provide down payment assistance funds originating from HOME grant(s) through a down payment assistance program to low- and moderate-income persons purchasing and residing in affordable housing units developed and/or provided by Habitat in Cornelius.
2. That **Habitat** will be responsible for and expressly agrees to be bound by the terms and conditions and all requirements, provisions, duties, and obligations within the articles of the HOME Grant Agreement between the Town of Cornelius and the Charlotte-Mecklenburg Regional Housing Consortium that provides for down payment assistance funds from the Consortium to the Town. (The "HOME Grant Agreement") The Grant Agreement is attached hereto and is made part of this Agreement.
3. That **Habitat** shall ensure that the Recapture Agreement Homebuyer Home Investment Partnership Funds (attached hereto) is executed by and between Habitat and any borrower

receiving a loan under the down payment assistance program prior to the disbursement of any funds on behalf of the borrower.

4. That **Habitat** agrees to undertake those tasks necessary to recapture funds disbursed when warranted and to provide any and all recaptured funds to the Town.
5. That **Habitat** further agrees to furnish upon reasonable request to the Town (or to the Consortium directly with copy to the Town) quarterly progress reports, schedules, benefit goals, financial statements, and audits with respect to the down payment assistance program.
6. That **Habitat** agrees to be subject to any required deed restrictions imposed by the Consortium and/or the City of Charlotte and the **Town** for the use of properties that are part of the down payment assistance program.

ARTICLE TWO

The **Town** agrees to perform its responsibilities as identified in the Town's application(s) for the HOME grant(s) and within the schedules set forth in these application(s).

ARTICLE THREE

1. Each party shall keep and maintain books, records, and/or other documents relating directly to the receipt and disbursement of grant funds and the fulfillment of this Agreement.
2. Each party agrees that any duly authorized representative of the Town, Consortium, City of Charlotte, N.C., United States Department of Housing and Urban Development (HUD), and Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and/or other documents relating to this grant and the fulfillment of this agreement for a period of four years following the completion of all closeout procedures respecting the HOME Investment Partnership (HOME) funds, and the final settlement and conclusion of all issues arising out of the HOME funds used for down payment assistance.
3. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that there will be due execution of a HOME Grant Agreement between the City of Charlotte and the Town, and agree that any conflict between the provisions, requirements, duties or obligations of this Agreement and the grant agreements shall be resolved in favor of the Grant Agreement(s). **Habitat** hereby expressly agrees to be bound by the terms and conditions of the HOME Grant Agreement to be entered into by the **Town** as they relate to the down payment assistance program.
4. Each party agrees to comply with their respective HOME requirements and obligations.

5. This Subrecipient Agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its proper officers by authority duly given, this ____ day of _____.

TOWN OF CORNELIUS

OUR TOWNS OF NORTH
MECKLENBURG/SOUTH IREDELL HABITAT
FOR HUMANITY

Charles L. Travis, III, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Lori A. Harrell, Town Clerk

(Corporate Seal)

(Corporate Seal)

HOMEBUYER HOME INVESTMENT PARTNERSHIP FUNDS RECAPTURE AGREEMENT

This Agreement regarding a Charlotte-Mecklenburg Regional Housing Consortium HOME subsidy (the "Agreement"), dated as of _____, is made and entered into by and between Our Towns North Mecklenburg South Iredell Habitat for Humanity ("Habitat") pursuant to the federal HOME Investment Partnerships Act Program, and _____ the Homebuyer ("Borrower").

Property Address: _____

I. Definitions

- A. "Agreement" means a document to comply with the regulations at 24 CFR Section 92.254.
- B. "Deed of Trust" means a deed of trust securing a lien on the property.
- C. "Eligible Homebuyer" means one or more adult members of a Household who sign the Deed of Trust, related Promissory Note and other documents required for a Second Mortgage, who have completed a Homebuyer Education Program, and whose Household has an Annual Income (as of the date of signing the purchase agreement in the case of new home being constructed, or as of the date of purchase in the case of an existing home) that does not exceed the lesser of:
 - 1. eighty percent (80%) of the median family income for the Charlotte-Gastonia-Rock Hill, NC-SC HUD Metro FMR Area, as then most recently published by HUD, adjusted downward in the case of a Household size of less than four persons, and adjusted upward in the case of a Household size of more than four persons, in each case by the same percentages as are applied by HUD to adjust eligible income levels for occupancy of public housing; and
 - 2. the maximum income level permitted by federal regulations applicable to loans of HOME Funds for homebuyer assistance.
- D. "Household" has the meaning set forth for "family" in 24 CFR Section 5.403, or successor provision, and includes an individual person.
- E. "HOME" means the federal HOME Investment Partnerships Act Program.
- F. "HOME Funds" means funds derived from the federal grants to the Charlotte – Mecklenburg HOME Consortium under HOME, including program income as defined in HUD regulations for HOME.
- G. "HUD" means the United States Department of Housing and Urban Development or any successor to its functions.

H. "Loan Documents" means each original document evidencing or securing the loan (or any part thereof), and all documents incidental or collateral to the loan, including without limitation, the note or notes evidencing the loan, the deed of trust, each guarantee securing the loan, all applications, loan commitments, reports, security and loan agreements, disclosure statements, appraisals, loan settlement statements, title evidence, title insurance, hazard insurance, flood liability insurance, and all other insurance policies and any assignments thereof, correspondence applicable to the loan, and all other documents relating to the loan, all as the same may be amended, and all such documents or instruments subsequently executed and delivered.

I. "Modest Housing" means the housing has a purchase price for the type of single-family housing that does not exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)), as provided annually by the Greensboro Office of HUD.

J. "Net Proceeds" Net Proceeds shall be calculated as:

the gross sales price of the Property less any debt senior to this Loan; and actual and reasonable costs of sale paid by the Seller including; real estate commissions, real property excise tax paid by the Seller, escrow fees, recording fees, reasonable attorneys' fees, title insurance, and title insurance premiums, paid by the Seller; or, at the option of the Holder

K. "Qualifying Home" means a legal dwelling unit in the Town of Cornelius that, as of the date of purchase by an Eligible Homebuyer:

1. is "Modest Housing "; and
2. satisfies the Town of Cornelius and Mecklenburg County Housing and Building Maintenance Code as it applies to owner-occupied units, satisfies federal Housing Quality Standards as defined in 24 CFR Section 982.401; and
3. may legally be sold separately from any other dwelling unit or structure, whether as a separate lot or condominium unit; and
4. where a dwelling unit is an existing new or pre-owned site-built detached single-family residence, condominium or modular/manufactured housing unit with a permanent foundation assembled on-site in a place in compliance with zoning and town ordinances that meets the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280. (excludes double-wide or single-wide trailers transferred to lot in one or two parts on easel with wheels) or townhome on its own lot, the "qualifying home" includes such lot and any appurtenances. Where a dwelling unit is a condominium unit, the "qualifying home" includes all rights in common elements and other rights appurtenant to the condominium unit.

II. Agreement

As required by the HOME Program, this Agreement between Habitat and the Borrower identifies the HOME Program requirements. The funds provided for the purchase and/or development of the Qualifying Home are HOME Funds in the amount of \$_____.

Therefore, and as a condition to participation in that program, Borrower makes the following additional covenants, representations and warranties:

A. Use of HOME Funds

1. HOME Funds as Loan. Borrower understands that the HOME Funds are provided as a loan. A loan provided under the Town's Home Buyer Assistance Program is a second mortgage that repayment is as follows: Principal is repayable at no interest on a declining, sliding scale, of 20% per year for five years, and being more specifically outlined as follows:

- In the event the home is sold in the second year (between the dates of _____ and _____), principal repayment shall be \$_____
- In the event the home is sold in the third year (between the dates of _____ and _____), principal repayment shall be \$_____
- In the event the home is sold in the fourth year (between the dates of _____ and _____), principal repayment shall be \$_____
- In the event the home is sold in the fifth year (between the dates of _____ and _____), principal repayment shall be \$_____
- In the event Borrower does not sell the property prior to _____, this loan shall be deemed null and void.

2. Use of Loan Proceeds; Purchase Price. Borrower agrees that the HOME Funds shall be used solely to pay down payment or closing costs of a Qualifying home. Borrower represents and warrants that:

- a. Borrower is purchasing the Qualifying Home in good faith for use as the principal residence of Borrower;
- b. Borrower does not have any arrangement or understanding involving the intended resale, lease, or other transfer of the Qualifying Home by Borrower; and
- c. The total purchase price of the Qualifying Home will not exceed appraised value.

3. Deadline for Completion of Purchase and Occupancy. As applicable, Borrower agrees that the home purchase funded in part with HOME Funds be completed no later than 60 days after the date of this Agreement, and that Habitat and/or the Town shall have no obligation to make any disbursement if the purchase is not completed by that date. Borrower shall occupy the Qualifying Home as Borrower's principal residence no later than 60 days after the date of the Deed of Trust.

B. Affordability Restrictions

1. **Affordability Period.** Borrower understands the affordability period of this HOME agreement shall begin on the date of signing of this agreement and shall end _____ years from this date.
2. **Property Value.** Borrower agrees that the value of the qualifying home, as determined by appraisal completed not more than 60 days from the date of this agreement, is \$_____.
3. **Borrower Principal Residence.** Borrower understands that funds are provided under a Habitat home buyer assistance program, using funds available under the federal HOME program. Borrower understands the intent of the program is to provide assistance to the eligible homebuyers only so long as it is their principal residence.
4. **Recapture Provisions.** Borrower agrees that if at any time during the Affordability Period the Qualifying Home is not their principal residence or is transferred either through sale, foreclosure, or other event, that the Charlotte Mecklenburg Regional Housing Consortium and the Town of Cornelius and/or Habitat shall have the right to require Borrower to pay in full all amounts owed on the Promissory Note, including principal and accrued interest, on thirty (30) days' notice. This is known as Recapture.
 - a. "Amount to be Recaptured." In the event of Recapture, The Town, Habitat, and/or the Consortium shall collect from Net Proceeds all HOME Funds, including outstanding principal plus interest as outlined in the Loan Documents.
 - b. Amount to be Recaptured if Net Proceeds are Insufficient. In the event that Net Proceeds are insufficient to repay the HOME Funds, including principal plus interest, the amount to be recaptured shall be any funds remaining after payment of all senior non-HOME debt and closing costs. In no event shall the borrower be required to use funds other than net proceeds to repay the HOME Funds.

III. Additional Agreement

The provisions stated above are in addition to those contained within the Loan Documents and do not in any way abrogates Habitat's and/or the Town of Cornelius' rights contained within the Loan Documents.

IV. Enforcement Responsibility

The borrower acknowledges that the HOME funds are being provided by the Town of Cornelius (via Habitat) through the HOME Investments Partnership Program and that as the administrator and provider of such funds, the Town of Cornelius has overall responsibility for the enforcement of federal HOME regulations and for the collection of funds due under this Agreement. The borrower acknowledges that Habitat may act as the Town of Cornelius' agent to enforce federal HOME regulations and to collect funds due under this Agreement.

Executed this _____ day of _____, 20____.

BORROWER(S):

Signature

Date

Signature

Date

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal, this _____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires: _____

**OUR TOWNS OF NORTH MECKLENBURG-SOUTH IREDELL HABITAT FOR HUMANITY,
INC.**

Name

Title

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal, this _____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires: _____

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Approve the Regular Meeting minutes for May 1st.

Manager's Recommendation:

Approve minutes.

ATTACHMENTS:

Name:	Description:	Type:
 05-01-17_Regular_Meeting_draft.pdf	Regular Session	Backup Material



BOARD OF COMMISSIONERS

May 1, 2017
MINUTES

PRE-MEETING – 5:45PM

❖ FY2018 Electric Fund Budget

Kathy Moyer with ElectriCities explained that she is transitioning out of her position and moving to Raleigh for another position within ElectriCities. She introduced her replacement Tim Kopacz and they gave an update on the FY2018 Electric Fund budget with no rate increase proposed for FY2018.

REGULAR MEETING – 7:00PM

1. CALL TO ORDER

Mayor Travis called the meeting to order at 7:01PM.

2. DETERMINATION OF QUORUM

All commissioners were present for the meeting.

3. APPROVAL OF AGENDA

Commissioner Ross made a motion to approve the agenda as presented. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mr. Scott Higgins led the pledge after a moment of silence was observed.

5. MAYORAL PROCLAMATIONS

A. Small Business Week

Mayor Travis recognized the week of May 1st – 7th as Small Business Week and executed a Proclamation. Mr. Josh Dobi a representative of the Lake Norman Chamber thanked the mayor for the proclamation and stated that the Chamber was sponsoring a number of events throughout the week supporting local small businesses.

B. National Bike Month

Mayor Travis recognized the month of May as National Bike Month and executed a Proclamation. Senior Planner, Will Washam explained that national bike month promotes bicycling as healthy and recreational activities and encourages more people to ride their bikes to work, school and other destinations within Cornelius during the month of May.

6. CITIZEN CONCERNS/COMMENTS

There were no citizen comments.

7. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Ross reported on the following:

- Chamber – Small Business of the Year reception will be held on May 3rd at 4:00PM; Business Mixer will be held at 11 Lakes Brewery on May 4th at 5:30PM; and the 2017 Business Expo at Davidson College will be held on June 7th at 11:00AM

Commissioner Washam reported on the following:

- CRTPO – meeting held on April 26th where a presentation was made by representatives of the N.C. Turnpike Authority and Mercator Advisors on the I-77 toll project evaluation; a \$1.2M grant has been awarded to Cornelius for the Westmoreland Road/Washam Potts multipurpose path and bridge improvements, the Town will have a \$539K match
- EDC – 14 active projects in Cornelius
- Commerce Station – Milton Silvers spec buildings should start construction soon and Pactiv expansion is under construction
- Attended the Bailey's Glen/Hough High partnership meeting to hear about the great things happening in the partnership
- Ada Jenkins – attended the annual Gala where it was announced that Ada Jenkins has purchased their property from CMS
- Arts Center – Board members distributed flyers during the 'Tawba Walk (*Exhibit Book 30*)

Commissioner Gilroy reported on the following:

- Attended the Chamber's Focus Friday event and MTC meeting

Commissioner Duke reported on the following:

- VLN – International Senior Softball spring nationals will be held this weekend (49 teams from 9 states); Charlotte Junior Volleyball challenge will be held at Davidson College; and the 3rd annual Stand Up for Autism paddleboard race will be held on May 6th at Port City Club

Commissioner Miltich reported on the following:

- Attended the MTC meeting, Historic Walk and 'Tawba Walk
- Nantz Road traffic signal is operational
- Cornelius Conversation will be held on May 2nd at Brooklyn South

Mayor Travis reported on the following:

- Attending the N.C. Turnpike Authority meeting on May 4th
- Thanked the PARC staff for a great Earth Day celebration event

8. PRESENTATIONS

A. Recognition of Tracy Wainwright's Retirement

Finance Director, Julie Niswonger gave an overview of Tracy Wainwright's 30 years of employment. Mayor Travis then joined them at the podium and presented Tracy with a plaque recognizing her 30 years of dedicated service with the Town.

B. Recognition of Ty Hager's Retirement

Chief Hoyle gave an overview of Ty Hager's 20 years of service with the Cornelius Police Department and stated that he would continue in Dispatch on a part-time basis. Mayor Travis then joined them at the podium and congratulated Ty on his retirement and thanked him for his continued dedication to Cornelius in the Dispatch Center. He then called for a motion to approve a Resolution awarding Mr. Hager his badge.

Commissioner Ross made a motion to approve Resolution #2017-00849 recognizing Officer Hager's 20 years of service and award him with his badge. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Resolution #2017-00849 is hereby made part of the minutes by reference.

C. Manager's FY2018 Recommended Budget

Manager Roberts presented his recommended FY2018 budget (approx. \$22.4M) with a tax rate of .25½ ¢ per \$100 of assessed value. Additional details are available online at www.cornelius.org. The public hearing for the FY2018 Operating Budget will be held on May 15, 2017. Public comment is welcome and encouraged. The highlights in personnel, operating and capital are as follows:

The personnel expenditures include:

- 2.75% merit pool average (\$169k);
- Market study salary adjustment (\$91k);
- 1 New PARC Program Assistant (\$49k)
- Law Enforcement Separation Allowance (\$38k)
- Town Portion of Grant Officers (\$35k)
- Employee Retirements (\$29k)
- Convert IT Helpdesk in house ½ yr. (\$24k)

The operating expenditures include:

- Cornelius Arts and Community Center-501 C3 (\$135k)
- Change in garbage collection costs (\$94k)
- Maintenance for new park facilities (\$88k)
- VFD equipment replacement (\$60k)
- Fluctuating gas prices (\$50k)
- Additional sidewalk maintenance/stream restoration (\$33k)

The capital funded projects for FY2018 include:

- Planning/Design/ROW for J.V. Washam/Smithville Greenway (\$660k)
- Planning/Design for Northcross Drive Ext (\$389k)
- Hwy 21 Roundabout improvements (\$350k)
- New Sidewalks and Bike Signage Route 1 (\$300k)
- Smithville Park Playground replacement (\$250k)
- Planning/Design for Bailey Road Park/Middle School Synthetic Turf Field/Track (\$200k)
- ADA accessibility improvements at Bailey Road Park baseball and soccer fields (\$200k)
- DDI Aesthetics (\$110k)
- Planning/Design for Torrence Chapel/Catawba Avenue Intersection (\$100k)
- Planning/Design for Westmoreland Bridge (\$100k)
- Police car equipment and grants (\$80k)
- Police camera system (\$50k)
- Computer replacement (\$45k)
- Park utility vehicle and field grooming equipment (\$40k)

The debt issuance includes:

- \$1,350,000 Public Works Building
- \$675,000 Engine 3 replacement
- \$230,000 Police patrol vehicles

- \$75,000 Public Works equipment
- \$30,000 Planning truck

Commissioner Gilroy stated that personnel and operations are the #1 drivers in expenditures and that government costs are increasing at an unsustainable rate.

Commissioner Gilroy made a motion to ask Manager Roberts to go back, rethink and limit the increase of personnel and operations costs in aggregate to no more than double what the tax revenue is projected to be next year. Commissioner Miltich seconded the motion. The motion failed 2-3, with Commissioners Washam, Duke and Ross opposed.

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D. PARC Special Events Update

PARC Director, Troy Fitzsimmons gave a presentation on the upcoming special events being held throughout May.

9. PUBLIC HEARING AND CONSIDERATION OF APPROVAL

A. REZ 11-16 Quik Trip (QT)

Mayor Travis called for a motion to open the public hearing continued from April 17th for rezoning REZ 11-16 Quik Trip.

Commissioner Washam made a motion to open the public hearing. Commissioner Duke seconded the motion and it passed unanimously, 5-0.

Planning Director, Wayne Herron gave the staff presentation (*Exhibit Book 30*) for a rezoning request made by Quik Trip to construct a 5,773sqft. convenience store, restaurant and gas station with 20 fueling stations located at the intersection of Catawba Avenue, Holiday Lane and Burton Lane. The proposed project includes 5 existing parcels with three different zoning categories. The residential parcels being acquired will provide additional buffering to the Burton Lane residents. The site plan incorporates the existing intersection of Catawba Avenue & Highway 21, as well as the roundabout proposed for the DDI. Construction will begin with the existing intersection in place but room for the DDI. The BMP for stormwater and additional fencing will be located at the rear of the lot.

Mr. Matthew Peach with AMT & Associates explained the Traffic Impact Analysis (TIA) results and how much additional traffic the QT will generate. He stated that NCDOT has reviewed and approved the recommendations being presented.

Mr. Herron stated that the Planning Board and staff are recommending approval with 9 Conditions.

Commissioner Gilroy asked if additional buffering could be added along both ends of the building to help screen the fueling canopy area from Catawba Avenue and Holiday Lane.

Commissioner Ross asked if the additional buffer along the back was added per Mrs. Kerns' request. Mr. Herron stated that was correct.

Mayor Travis expressed his concerns with the placement and angle of the entryway off of Burton Lane and how headlights shining on the home across the street may impact the homeowner. He suggested adding a condition to provide additional buffering to deflect some of the light coming from the Burton Lane driveway or eliminate the driveway all together. He asked Mr. Herron to address the light and noise pollution. Mr. Herron stated that the applicant has agreed to meet the lighting ordinance within the Code with a 0% carryover at the property line and the noise pollution is governed by the Town's Code of Ordinances. Mayor Travis questioned what type of windows are being proposed for the rear elevation of the building that faces the Catawba Ave./Hwy. 21 intersection, and said it needs to look like a glass type material.

Mayor Travis invited the applicant to speak.

Attorney Susan Irvin, representing the applicant QT thanked staff for their help throughout the process and stated that 808 notifications were mailed for the community meeting and 14 attended. She also held additional meetings with interested neighbors to provide more information on the project. Commissioner Ross asked if the applicant has agreed to the Conditions presented by staff and the additional conditions regarding additional landscape, the relocation of the Burton Lane driveway and fence materials. Attorney Irvin stated that the applicant has agreed to all the conditions.

Mayor Travis invited the public to speak and the following comments were made:

Kim Campbell – Smithville resident, expressed her concerns with the additional traffic that QT will generate and the existing issues of trying to get out of the Smithville Community already. Ms. Campbell also stated that she wished that the Smithville Community would have had more input through the process

Ronald Potts – 20717 Vivian Lane, expressed his concern with the area becoming more commercial instead of preserving the Smithville area. He stated that he did attend two meetings at Attorney Irvin's office to discuss the project but felt the project was a done deal and making comments at the public hearing was too late to express concerns that might be taken into consideration.

Gregory Campbell – 19735 South Hill Street, expressed his concerns of having a 24hr store, the potential increase of crime and how difficult it is to turn left out of Smithville already.

Gerald Potts – 19512 Smithville Lane, expressed his concerns with the proposed roundabout, traffic backups and how difficult it is to turn left onto Catawba.

Ava Callendar – 19836 Oak Leaf Circle, expressed her concerns that the new gas station may negatively impact the ability for new homeowners in the area to get FHA loans, as well as potential health issues due to the close proximity of the QT. She asked that her earlier email communication with the Board be made part of the record (*Exhibit Book 30*).

John Quinn – 13707 Evening Primrose Drive, Davidson, explained that he is a member of the Smithville Community Coalition and expressed his concerns with the added traffic, the fuel and food smells released in the air and the safety concerns with ground water.

Mayor Travis asked staff and the applicant to address the concerns expressed. Manager Roberts stated that he believed it's time to revisit the Smithville connection to provide the community additional options of getting in and out of their neighborhoods. Commissioner Gilroy agreed and stated make it happen. Mr. Herron addressed the concern of the community not having adequate input during the process and explained that the project is required to hold a community meeting and notifications are sent to all landowners within a ½ mile radius that equated to 808 mailings, of which 14 people attended and that the public hearing is held at the end of the process. Manager Roberts addressed the crime concerns by explaining that QT and the police department are going to work together to beef up the camera system; however, the crime within the neighborhood has nothing to do with QT.

Mayor Travis asked the applicant to address the environmental concerns, the ability to acquire mortgages/loans that would not be available within a 300 foot zone, and the importance of the Burton Land entrance. Attorney Irvin explained that QT's environmental aspect is actually higher than the required standards but cannot speak to the standards of the existing gas station but it's probably safe to say it's probably not at the same level as the state of the art equipment that Quik Trip has; therefore, she was not certain the tanks will negatively impact acquiring loans or mortgages since the existing station has not created such an impact. QT also provides state of the art security systems in all of their stores. The original plan called for two driveways off of Holiday Lane; however, the TIA called for just one and that the fuel trucks will be required to use the Holiday Lane driveway. The majority of traffic using the Burton Lane driveway will be local traffic so it is not feasible to eliminate it all together but QT has agreed to relocate it so that it staggers between the two lots across the street.

John DiBernardo with QT addressed the environmental concerns, explained the phasing process that QT does and how it is determined what's involved in the environmental cleanup of the property before the new state of the art equipment is installed in the ground. He referenced the articles provided by Ms. Callendar and explained that the concerns are based off of old articles dated back to the mid to late 90's; however, by 2002 new fuel emissions for cars were added and with the use of the vapor recovery system used from the tankers to the underground tanks there is minimal vapors released into the air.

Paulette Warren with QT first let the Board know that the glass being used on the rear elevation is spandrel glass. She then went on to address the crime, robbery risks and stated that their security systems are of military grade that covers all areas of the lot inside and out. QT also works very close with local law enforcement and will provide necessary footage in the event of a crime.

Commissioner Gilroy asked if Mr. Herron was comfortable with the visual buffers in question earlier as it seems Attorney Irvin is willing to accommodate the concerns. Mr. Herron stated that he would like a specific condition added that states staff will work with the applicant to supplement the buffer in the two areas identified.

There being no additional comments, Mayor Travis called for a motion to close the public hearing.

Commissioner Ross made a motion to close the public hearing. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Commissioner Miltich suggested identifying the additional conditions to be added to the approval, such as the additional buffering from Catawba, the realignment of the Burton Lane

driveway, and construction of the fence internal to the parking lot includes masonry and wood products.

Commissioner Miltich made a motion to approve Ordinance #2017-00648 to amend the zoning map reflecting rezoning REZ 11-16 with the 9 staff conditions and the 3 additional provisions listed above. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

Ordinance #2017-00648 is hereby made part of the minutes by reference.

Commissioner Miltich made a motion to approve Resolution #2017-00850 declaring rezoning REZ 11-16 is consistent with the Town's Land Use Plan and reasonable in the public interest. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Resolution #2017-00850 is hereby made part of the minutes by reference.

B. TA 01-17 and REZ 02-17 Torrence Chapel Traffic Mitigation

Mayor Travis made a motion to open the public hearing for text amendment TA 01-17 and rezoning REZ 02-17. The public notice is attached hereto

Commissioner Gilroy made a motion to open the public hearing. Commissioner Ross seconded the motion and it passed unanimously, 5-0.

Planning Director, Wayne Herron gave the staff presentation (*Exhibit Book 30*) overview of the West Catawba Ave./Torrence Chapel Road intersection improvements to be completed by NCDOT. The proposed text amendment will add an overlay district surrounding the intersection project to allow development through the conditional zoning process. The rezoning is to amend the zoning map to include the Torrence Chapel Traffic Mitigation Overlay District.

Mayor Travis invited the public to speak.

Attorney Susan Irvin stated she did not believe the overlay district was simply a process change but yet a complete removal of uses by right under the existing zoning. Attorney Wolter explained that all uses within the existing zoning are still intact; however, in order to develop any parcel within the new overlay district, the conditional zoning process will need to be followed.

There being no further comments, Mayor Travis called for a motion to close the public hearing.

Commissioner Gilroy made a motion to close the public hearing. Commissioner Ross seconded the motion and it passed unanimously, 5-0.

Commissioner Duke made a motion to approve Ordinance #2017-00649 amending Chapter 5 of the Land Development Code as presented in TA 01-17. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Ordinance #2017-00649 is hereby made part of the minutes by reference.

Commissioner Gilroy made a motion to approve Ordinance #2017-00650 to amend the zoning map reflecting rezoning REZ 02-17 overlay district. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Ordinance #2017-00650 is hereby made part of the minutes by reference.

Commissioner Gilroy made a motion to approve Resolution #2017-00851 declaring rezoning REZ 02-17 is consistent with the Town's Land Use Plan and reasonable in the public interest. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

Resolution #2017-00851 is hereby made part of the minutes by reference.

Commissioner Gilroy made a motion to approve Ordinance #2017-00651 repealing Ordinance #2017-00646. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

Ordinance #2017-00651 is hereby made part of the minutes by reference.

10. CONSIDERATION OF APPROVAL

A. Land Development Code Advisory Board Appointments

Manager Roberts explained that John Hettwer, Norris Woody, Keith Eicher, and David Dunn all wish to be reappointed for an additional 2yr term on the LDCAB.

Commissioner Ross made a motion to approve the reappointments as presented. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

B. West Catawba Ave./Torrence Chapel Municipal Agreement

Asst. Manager Grant explained that the agreement covers the improvements agreed upon with NCDOT as previously discussed.

Commissioner Gilroy made a motion to approve the Municipal Agreement between NCDOT and the Town for TIP Project U-5906 and authorize the Town Manager and Attorney to finalize it. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

11. CONSENT AGENDA

- A. Approve Minutes – Regular Meeting (April 3rd & 17th) (Approved 5-0)
- B. Approve Minutes – Closed Session (April 3rd & 17th) (Approved 5-0)

Commissioner Ross made a motion to approve the Consent Agenda as presented. Commissioner Washam seconded the motion and it passed unanimously, 5-0.

12. COMMISSIONER CONCERNS

A. MTC Vote Cast by Mayor Travis

Commissioner Gilroy expressed his concern with information he received by Huntersville's Mayor Aneralla on how Mayor Travis voted on moving budget money from the Red Line study to bus transit. Mayor Travis thanked Commissioner Gilroy and Miltich for attending the MTC meeting but regretted that they left before the voting because the information received by Mayor Aneralla was not accurate and he did support his motion for funds being moved to improve the bus transit system; however, the motion did not pass.

B. Affordable Housing Task Force

Commissioner Duke expressed his concern with why the Board has not been informed on the details of the newly formed task force. Mayor Travis stated that he would have more information for the Board after the next meeting as it includes more than just affordable housing.

13. ADJOURNMENT

There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 10:55PM. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

Approved this 15th day of May, 2017

ATTEST:

Charles L. Travis, III, Mayor

Lori A. Harrell, Town Clerk

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 15, 2017

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director



Action Requested:

Please find the attached two lists of proposed refunds based upon the information received from the County Assessor. These lists are necessary as a result of value adjustments as performed by the Mecklenburg County Assessor and/or Board of Equalization and Review and corrections as determined by the Mecklenburg County Assessor. Those refunds total = \$710.90 (tax) + \$10.55 (interest) = \$721.45. The refunds range in value from \$1.27 to \$552.02. As required by Statute, please approve refunds. There are no Board member refunds in this group.

Manager's Recommendation:

Approve tax refunds.

ATTACHMENTS:

Name:	Description:	Type:
 51617T1_Cornelius_Misc_No_Int_3-4-17.pdf	County List #1	Cover Memo
 51617T2_Cornelius_BER_3-4-17.pdf	County List #2	Cover Memo

Bill Number	Parcel #	Adj #	Adj Reason	Refund Recipient Name	Refund
0008101061-2016-2016-0000-00		558464	Duplication	PROMO THREADS	21.04
0001413012-2016-2016-0000-00	00148206	559216	Adjustment	SMITH, JAMES M	114.75
					135.79

Bill Number	Source	Adj #	Adj Reason	Refund Recipient Name	Refund	Interest	Total
0008102630-2016-2016-0000-00	IND	558530	BER Decision	BOST, EDWARD BASIL	1.25	0.02	1.27
0008076979-2016-2016-0000-00	IND	558526	BER Decision	DIDONATO, LORI A	31.79	0.58	32.37
0008098799-2016-2016-0000-00	BUS	558584	BER Decision	HARRIS-TEETER LLC #416	542.07	9.95	552.02
					575.11	10.55	585.66